

LETTER OF APPOINTMENT

MEMORANDUM FOR Christopher Wilson, FEDSIM PM

Subject: Appointment as Contracting Officer's Representative

You are hereby appointed as the Contracting Officer's Representative (COR). This appointment is from the award date through the life of the Contract, to include close out, unless rescinded or transferred. As the COR, your primary duty is to monitor the Contractor's performance to ensure that all of the technical requirements under the contract are met by the delivery date or within the period of performance, and at the price or within the ceiling stipulated in the contract.

In the performance of the duties delegated to you in this letter, you are cautioned that you could be held personally liable for actions taken or directions given by you to the Contractor that are beyond the authorities given to you in this letter. The duties or authorities in this letter are not re-delegable; therefore, you must advise the Contracting Officer or the Contract Specialist immediately when you are unable to perform these duties.

Your duties and limitations, as applicable to the contract you will be monitoring, are as follows:

MONITORING AND EVALUATING PERFORMANCE

Ensure that the Contractor complies with all of the requirements of the statement of work, specifications, or performance work statement. When requested by the Contractor, provide technical assistance within the scope of the contract (e.g., interpreting specifications, statement of work, performance work statement, etc.). When a difference of opinion between you and the Contractor occurs, notify the Contracting Officer and/or the Contract Specialist immediately for resolution.

If the contract requires Key Personnel, the COR shall ensure that the personnel being used by the Contractor meet the requirements of the position. Review and approve travel and other direct cost (ODC) prior to the Contractor incurring those expenses. Any decrease in or lack of performance shall be brought to the attention of the Contracting Officer and/or Contract Specialist.

If applicable and in accordance with FAR 42.302, the COR shall monitor contractor compliance with specifications or other contractual requirements requiring the delivery or use of environmentally preferable products, energy-efficient products, products

containing recovered materials, and bio-based products.

In accordance in Federal Acquisition Circular (FAC) 2005-34 and OMB Memorandum "Improving the Use of Contractor Performance Information" on July 29, 2009, CORs are responsible for entering past performance into the Past Performance Information Retrieval System (PPIRS) annually.

MONITORING COSTS

Review and evaluate the Contractor's progress in relation to the expenditures. When the costs expended by the Contractor are not commensurate with the Contractor's progress, request a meeting with the Contractor and client in an attempt to resolve. If a resolution cannot be found, bring this to the attention of the Contracting Officer and/or Contract Specialist for immediate action.

Review and approve invoices using the rates and other fees established in the contract. Review the Contractor's invoices/vouchers for reasonableness and applicability to the contract and recommend approval or rejection for payment.

CHANGES TO THE CONTRACT

You <u>cannot</u> authorize the Contractor to stop work, and you are not authorized to delete, change, waive, or negotiate any of the technical requirements or other terms and conditions of the contract. Should a change (monetary or otherwise) to the contract become necessary, it must be made by a contract modification issued by the Contracting Officer. When in doubt, contact the Contracting Officer and/or Contract Specialist.

Any contract change requested by the Contractor must be put in writing by the Contractor to the Contracting Officer for action. If, however, you become aware of an impending change, you should immediately advise the Contracting Officer or Contract Specialist. When the proposed change is received by the Contracting Officer, you will be required to provide the Contracting Officer with a written analysis and rationale for the change and to evaluate any costs associated with the change.

You must also recognize and report to the Contracting Officer any Government-required changes to the contract (e.g., items or work no longer required, changes in the specifications, etc.).

INSPECTION OF CONTRACT ITEMS

Perform, in accordance with the terms of the contract, inspection, acceptance, or rejection of the services or deliverables under the contract. The COR must prepare, in writing, a written acceptance or rejection, provide it to the Contractor, and store a copy on the FEDSIM common drive. Immediately notify the Contracting Officer of all rejections and the reason for the action.

Review progress reports from the Contractor and advise the Contracting Officer of any

Contractor problems or action required to be taken by the Government.

STANDARDS OF CONDUCT AND CONFLICT OF INTEREST

To avoid improper business practices and personal conflicts of interest and to deal with their apparent or actual occurrences, the COR shall sign any applicable non-disclosure forms. The COR shall also immediately report any potential conflict of interest to their supervisor.

CONTRACT FILE CONTENT AND MAINTENANCE

Establish and maintain an <u>organized</u> contract administration file to record all Contractor and Government actions pertaining to the contract. The file must also include a copy of the COR Letter of Appointment and other documents describing the COR duties; a copy of the contract administration functions delegated to the contract administration office, which may not be delegated to the COR; and documentation of COR actions taken in accordance with the delegation of authority. The files should be organized and saved on the FEDSIM common drive.

CONTRACT CLOSEOUT

Within 30 days after the Contractor has met all terms and conditions of the contract, you must evaluate the Contractor's performance using the information contained in General Services Administration Regulation (GSAR) 542.1503-71 (sample format attached).

Please acknowledge receipt and acceptance of this appointment by signing below. Please direct any questions you may have on this delegation to the Contracting Officer or Contract Specialist.

I understand and accept my assignment as the Contracting Officer's Representative (COR)

Christopher Wilson

Christopher Wilson

COR
Signed by: CHRISTOPHER WILSON

Note: This checklist follows the standard format of GSAM 542.1542.15 and content requirements of GSAM 542.15. The checklist may be tailored for the specific contract type. Any "NO" responses noted below shall be accompanied with a statement explaining the observation(s). For each observation(s) provide a recommendation to correct the non-compliance. Observations identify areas of non-compliance and do require response (and action plans, if applicable). Positive observations may be general or specific and may be suitable for replication across the agency as good practices.

Contractor Performance Information

Timeliness of delivery or performance	Yes	No	N A
(1) Adherence to contract delivery schedules.			
(2) Resolution of delays.			
(3) Number of "show cause" letters and "cure notices" issued.			
(4) Number of delinquent deliveries.			
(5) Number of contract extensions resulting from contractor-caused delays.			
(6) Timely submission or performance or required tests.			
(7) Other.			
Observations (specify item #):			
Recommendations:			

Conformance of product or service to contract requirements	Yes	No	N A
(1) Quality of workmanship.			
(2) Reliability.			
(3) Adequacy of correction of defects.			
(4) Number of safety defects.			
(5) Number of product rejections.			
(6) Results of laboratory tests.			
(7) Number and extent of warranty problems.			
(8) Other.			
Observations (specify item #):			
Recommendations:			

Customer comments	Nu m	Qty	N A
(1) Number and quality of positive comments.			
(2) Number and nature of complaints.			
(3) Adequacy of resolving customer complaints.			
(4) Other.			
Observations (specify item #):			
Recommendations:			
Terminations for default	Yes	No	N
Terminations for actualt			A
Observations (specify item #):			
Recommendations:			
On-the-job safety performance record, including the number of lost or restricted workdays due to occupational injuries in comparison to the national average	Yes	No	N A
Observations (specify item #):			
Recommendations:			
Adequacy of contractor's quality assurance system	Yes	No	N A
Observations (analify item #)			
Observations (specify item #):			
Recommendations:			
Compliance with other key contract provisions	Yes	No	N A
(1) Subcontracting program			
(2) Labor standards			
(3) Safety standards.			
(4) Reporting requirements			

Observations (specify item #):		
Recommendations:		

Exhibiting customer-oriented behavior	Yes	No	N A
Observations (specify item #):			
Recommendations:			

Other performance elements identified	Yes	No	N A
Observations (specify item #):			
Recommendations:			





Attachment B

Acronym List

Acronym	Definition
AASBS	Assisted Acquisition Services Business Systems
ACO	Administrative Contracting Officer
AFDO	Award Fee Determining Official
AFDP	Award Fee Determination Plan
AFEB	Award Fee Evaluation Board
AOR	Area of Responsibility
ASSIST	Assisted Services Shared Information SysTem
BLS	Bureau of Labor Statistics
C&A	Certification and Accreditation
C2	Command and Control
C4ISR	Command, Control, Communications, Computers,
	Intelligence, Surveillance, and Reconnaissance
CAC	Common Access Card
CAF	Contract Access Fee
CAS	Cost Accounting Standards
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CND	Computer Network Defense
CO	Contracting Officer
COCO	Contractor Owned Contractor Operated
CONOPS	Concept of Operations
CONUS	Contiguous United States
COR	Contracting Officer's Representative
COTS	Commercial off-the-shelf
CPAF	Cost-Plus-Award-Fee
CR	Cost-Reimbursable
CRC	CONUS Replacement Center
CS	Contract Specialist
CTP	Consent to Purchase
CZ	Combat Zones
DAWIA	Defense Acquisition Workforce Improvement Act
DBA	Defense Base Act
DCAA	Defense Contract Audit Agency
DCMA	Defense Contract Management Agency
DD	Department of Defense
DEL	Deliverable
DFARS	Defense Federal Acquisition Regulation Supplement
DLA	Defense Logistics Agency
DoD	Department of Defense
DoL	Department of Labor





Acronym	Definition
DoS	Department of State
D/S	Disclosure Statement
DSSR	Department of State Standardized Regulations
DVD-ROM	Digital Video Disk-Read Only Memory
EAR	Export Administration Regulations
ECMRA	Enterprise Contractor Manpower Reporting Application
EEO	Equal Employment Opportunity
EST	Eastern Standard Time
ET	Eastern Time
FAR	Federal Acquisition Regulation
FCCM	Facilities Capital Cost of Money
FCL	Facility Clearance Level
FEDSIM	Federal Systems Integration and Management Center
FFP	Firm-Fixed-Price
FMV	Full Motion Video
FOIA	Freedom of Information Act
FOP	Flight Operating Procedures
FOUO	For Official Use Only
FP	Force Protection
FSO	Facility Security Officer
FTE	Full-Time Equivalent
FTR	Federal Travel Regulation
FY	Fiscal Year
G&A	General and Administrative
GFI	Government-Furnished Information
GFP	Government-Furnished Property
GOP	Ground Operating Procedures
GOTS	Government Off-The-Shelf
GSA	General Services Administration
GSAM	General Services Administration Acquisition Manual
GWAC	Government Wide Agency Contract
HD	Hazard Duty
IA	Information Assurance
IAW	In Accordance With
IC	Intelligence Community
ICD	IC Directive
IDIQ	Indefinite Delivery/Indefinite Quantity
IRF	Individual Readiness File
ISR	Intelligence, Surveillance, and Reconnaissance
IT	Information Technology
ITAR	International Traffic in Arms Regulations
JPAS	Joint Personnel Adjudication System
JTR	Joint Travel Regulation
KPQM	Key Personnel Qualification Matrix





Acronym	Definition
LH	Labor Hour
MA	Multiple Award
M&IE	Meals and Incidental Expenses
MIPR	Military Interdepartmental Purchase Request
MS	Microsoft
MSR	Monthly Status Report
NAICS	North American Industry Classification System
NATO	North Atlantic Treaty Organization
NDA	Non-Disclosure Agreement
NISP	National Industrial Security Program
NISPOM	National Industrial Security Program Operating Manual
NLT	No Later Than
NSP	Not Separately Priced
NTE	Not-to-Exceed
OASIS	One Acquisition Solution for Integrated Services
OCI	Organizational Conflict of Interest
ODC	Other Direct Costs
OH	Overhead
OMB	Office of Management and Budget
PDF	Portable Document Format
PERT	Program Evaluation and Review Technique
POC	Point of Contact
PM	Program Manager
PMI	Project Management Institute
PMBOK	Project Management Body of Knowldege
PMP	Project Management Plan
PNR	Problem Notification Report
PS	Project Start
PSC	Product Service Code
PWS	Performance Work Statement
Q&A	Question and Answer
QASP	Quality Assurance Surveillance Plan
QCP	Quality Control Plan
RIP	Request to Initiate Purchase
ROM	Rough Order of Magnitude
SCI	Sensitive Compartmented Information
SCIF	Sensitive Compartmented Information Facilities
SCG	Security Classification Guides
SERE	Survival, Evasion, Resistance, and Escape
SF	Standard Form
SLA	Service Level Agreements
SME	Subject Matter Expert
SOC	Service Occupational Classifications
SOFA	Status of Forces Agreements





Acronym	Definition
SOP	Standard Operating Procedures
SPOT	Synchronized Predeployment and Operational Tracker
SSBI	Single Scope Background Investigation
SSBI-PR	Single Scope Background Investigation-Periodic Review
SSN	Social Security Number
STC	Supplemental Type Certification
T&M	Time-and-Materials
TAR	Travel Authorization Request
TBD	To Be Determined
TO	Task Order
TEB	Technical Evaluation Board
TOA	Task Order Award
TOPM	Task Order Program Manager
TOR	Task Order Request
TOS	Tracking and Ordering System
TPOC	Technical Point of Contact
TR	Technical Representative
TS	Top Secret
TSIRT	Theater Specific Individual Readiness Training
U.S.	United States
U.S.C.	United States Code
USSOUTHCOM	United States Southern Command
UR	Unlimited Rights
WBS	Work Breakdown Structure
XML	Extensible Markup Language

OASIS LABOR CATEGORIES and BUREAU OF LABOR STATISTICS SERVICE OCCUPATIONAL CLASSIFICATIONS

BACKGROUND:

OASIS labor categories have been mapped to the Office of Management and Budget's (OMB) Standard Occupational Classification (SOC) for which the Bureau of Labor Statistics (BLS) maintains compensation data. Labor categories are further defined as Junior, Journeyman, and Senior based on years of experience, education, and duties/responsibilities as follows:

- **JUNIOR**: A Junior labor category has up to 3 years experience and a BA/BS degree. A Junior labor category is responsible for assisting more senior positions and/or performing functional duties under the oversight of more senior positions.
- JOURNEYMAN: A Journeyman labor category has 3 to 10 years of experience and a BA/BS or MA/MS degree. A
 Journeyman labor category typically performs all functional duties independently.
- **SENIOR**: A Senior labor category has over 10 years of experience and a MA/MS degree. A Senior labor category typically works on high-visibility or mission critical aspects of a given program and performs all functional duties independently. A Senior labor category may oversee the efforts of less senior staff and/or be responsible for the efforts of all staff assigned to a specific job.
- SUBJECT MATTER EXPERT (SME): A Subject Matter Expert is an individual whose qualifications and/or particular expertise are exceptional and/or highly unique. Subject Matter Experts do not have specific experience/education qualifications, but are typically identified as recognized Industry leaders for a given area of expertise. Subject Matter Experts typically perform the following kinds of functions: Initiates, supervises, and/or develops requirements from a project's inception to conclusion for complex to extremely complex programs; Provides strategic advice, technical guidance and expertise to program and project staff; Provides detailed analysis, evaluation and recommendations for improvements, optimization development, and/or maintenance efforts for client-specific or mission critical challenges/issues; Consults with client to define need or problem supervises studies and leads surveys to collect and analyze data to provide advice and recommend solutions.

Contractors may deviate from the definitions above when responding to task order solicitations so long as the deviations are clearly identified in their task order proposal. For example, a Contractor might label an employee as "Senior", but the employee does not have a MA/MS degree. Likewise, a Contractor might label an employee as "Junior" even though the employee has more than 3 years experience. Deviations shall be clearly identified in proposals submitted in response to task order solicitations.

INDIVIDUAL LABOR CATEGORIES

The following individual labor categories correspond to a single SOC Number, Title, and Functional Description.

Labor ID #	Actuary
1	Junior Actuary
2	Journeyman Actuary
3	Senior Actuary
4	SME - Actuary
SOC No.	SOC Title and Functional Description
15-2011	Actuaries - Analyze statistical data, such as mortality, accident, sickness, disability, and retirement rates and construct probability tables to forecast risk and liability for payment of future benefits. May ascertain insurance rates required and cash reserves necessary to ensure payment of future benefits.

Labor ID #	Administrative Professional
5	Junior Administrative Professional
6	Journeyman Administrative Professional
7	Senior Administrative Professional
8	SME – Administrative Professional
SOC No.	SOC Title and Functional Description
43-6011	Executive Secretaries and Executive Administrative Assistants - Provide high-level administrative support by conducting research, preparing statistical reports, handling information requests, and performing clerical functions such as preparing correspondence, receiving visitors, arranging conference calls, and scheduling meetings.

Labor ID #	Editor
9	Junior Editor
10	Journeyman Editor
11	Senior Editor
12	SME –Editor
SOC No.	SOC Title and Functional Descriptions (These SOCs are combined into one labor category)
27-3041	Editors - Plan, coordinate, or edit content of material for publication. May review proposals and drafts
	for possible publication. Includes technical editors.

Labor ID #	Investigator
13	Junior Investigator
14	Journeyman Investigator
15	Senior Investigator
16	SME - Investigator
SOC No.	SOC Title and Functional Description
33-9021	Private Detectives and Investigators - Gather, analyze, compile and report information regarding
	individuals or organizations to clients, or detect occurrences of unlawful acts or infractions of rules.

Labor ID #	Operations Research Analyst
17	Junior Operations Research Analyst
18	Journeyman Operations Research Analyst
19	Senior Operations Research Analyst
20	SME – Operations Research Analyst
SOC No.	SOC Title and Functional Description
15-2031	Operations Research Analyst - Formulate and apply mathematical modeling and other optimizing methods to develop and interpret information that assists management with decision making, policy formulation, or other managerial functions. May collect and analyze data and develop decision support software, service, or products. May develop and supply optimal time, cost, or logistics networks for program evaluation, review, or implementation.

Labor ID #	Public Relations Specialist
21	Junior Public Relations Specialist
22	Journeyman Public Relations Specialist
23	Senior Public Relations Specialist
24	SME – Public Relations Specialist
SOC No.	SOC Title and Functional Description
27-3031	Public Relations Specialist - Engage in promoting or creating an intended public image for individuals,
	groups, or organizations. May write or select material for release to various communications media.

Labor ID #	Statistician
25	Junior Statistician
26	Journeyman Statistician
27	Senior Statistician
28	SME - Statistician
SOC No.	SOC Title and Functional Description
15-2041	Statistician - Develop or apply mathematical or statistical theory and methods to collect, organize, interpret, and summarize numerical data to provide usable information. May specialize in fields such as bio-statistics, agricultural statistics, business statistics, or economic statistics. Includes mathematical and survey statisticians. Excludes "Survey Researchers" (19-3022).
Labor ID #	Writer
29	Junior Writer
30	Journeyman Writer
31	Senior Writer
32	SME – Writer
SOC No.	SOC Title and Functional Descriptions (These SOCs are combined into one labor category)
27-3043	Writers and Authors - Originate and prepare written material, such as scripts, stories, advertisements, and other material.

GROUPED LABOR CATEGORIES

The following labor category groups correspond to groups of SOC Numbers, Titles, and Functional Descriptions. These labor category groups were established based upon BLS published data regarding direct labor compensation across multiple SOC numbers. The multiple SOC Numbers within each labor category group have similar salaries based upon the BLS data.

Labor ID #	Business and Financial Operations Specialist Group 1
33	Junior Business and Financial Operations Specialist Group 1
34	Journeyman Business and Financial Operations Specialist Group 1
35	Senior Business and Financial Operations Specialist Group 1
36	SME – Business and Financial Operations Specialist Group 1
SOC No.	SOC Titles and Functional Descriptions

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13-2061	Financial Examiners - Enforce or ensure compliance with laws and regulations governing financial and securities institutions and financial and real estate transactions. May examine, verify, or authenticate records.
13-2072	Loan Officers - Evaluate, authorize, or recommend approval of commercial, real estate, or credit loans. Advise borrowers on financial status and payment methods. Includes mortgage loan officers and agents, collection analysts, loan servicing officers, and loan underwriters.

Labor ID #	Business and Financial Operations Specialist Group 2
37	Junior Business and Financial Operations Specialist Group 2
38	Journeyman Business and Financial Operations Specialist Group 2
39	Senior Business and Financial Operations Specialist Group 2
40	SME - Business and Financial Operations Specialist Group 2
SOC No.	SOC Titles and Functional Descriptions
13-1111	Management Analysts - Conduct organizational studies and evaluations, design systems and procedures, conduct work simplification and measurement studies, and prepare operations and procedures manuals to assist management in operating more efficiently and effectively. Includes program analysts and management consultants. Excludes "Computer Systems Analysts" (15-1121) and "Operations Research Analysts" (15-2031).
13-2041	Credit Analysts - Analyze credit data and financial statements of individuals or firms to determine the degree of risk involved in extending credit or lending money. Prepare reports with credit information for use in decision making.
13-2051	Financial Analysts - Conduct quantitative analyses of information affecting investment programs of public or private institutions.

Labor ID #	Business and Financial Operations Specialist Group 3
41	Junior Business and Financial Operations Specialist Group 3
42	Journeyman Business and Financial Operations Specialist Group 3
43	Senior Business and Financial Operations Specialist Group 3
44	SME - Business and Financial Operations Specialist Group 3
SOC No.	SOC Titles and Functional Descriptions
13-1199	Business Operations Specialists, all other - All business operations specialists not listed separately.
13-1081	Logisticians - Analyze and coordinate the logistical functions of a firm or organization. Responsible for the entire life cycle of a product, including acquisition, distribution, internal allocation, delivery, and final disposal of resources. Excludes "Transportation, Storage, and Distribution Managers" (11-3071).
13-2011	Accountants and Auditors - Examine, analyze, and interpret accounting records to prepare financial statements, give advice, or audit and evaluate statements prepared by others. Install or advise on systems of recording costs or other financial and budgetary data. Excludes "Tax Examiners and Collectors, and Revenue Agents" (13-2081).
13-2053	Insurance Underwriters - Review individual applications for insurance to evaluate degree of risk involved and determine acceptance of applications.

Labor ID #	Business and Financial Operations Specialist Group 4
45	Junior Business and Financial Operations Specialist Group 4
46	Journeyman Business and Financial Operations Specialist Group 4
47	Senior Business and Financial Operations Specialist Group 4
48	SME - Business and Financial Operations Specialist Group 4
SOC No.	SOC Titles and Functional Descriptions
13-1021	Buyers and Purchasing Agents, Farm Products - Purchase farm products either for further processing or resale. Includes tree farm contractors, grain brokers and market operators, grain buyers, and tobacco buyers.
13-1022	Wholesale and Retail Buyers, except farm products - Buy merchandise or commodities, other than farm products, for resale to consumers at the wholesale or retail level, including both durable and nondurable goods. Analyze past buying trends, sales records, price, and quality of merchandise to determine value and yield. Select, order, and authorize payment for merchandise according to

	contractual agreements. May conduct meetings with sales personnel and introduce new products. Includes assistant wholesale and retail buyers of nonfarm products.
13-1023	Purchasing Agents, Except Wholesale, Retail, and Farm Products - Purchase machinery, equipment, tools, parts, supplies, or services necessary for the operation of an establishment. Purchase raw or semi-finished materials for manufacturing. Excludes "Buyers and Purchasing Agents, Farm Products" (13-1021) and "Wholesale and Retail Buyers, Except Farm Products" (13-1022).
13-1031	Claims Adjusters, Examiners, and Investigators - Review settled claims to determine that payments and settlements are made in accordance with company practices and procedures. Confer with legal counsel on claims requiring litigation. May also settle insurance claims. Excludes "Fire Inspectors and Investigators" (33-2021).
13-1032	Insurance Appraisers, Auto Damage - Appraise automobile or other vehicle damage to determine repair costs for insurance claim settlement. Prepare insurance forms to indicate repair cost or cost estimates and recommendations. May seek agreement with automotive repair shop on repair costs.
13-1041	Compliance Officers - Examine, evaluate, and investigate eligibility for or conformity with laws and regulations governing contract compliance of licenses and permits, and perform other compliance and enforcement inspection and analysis activities not classified elsewhere. Excludes "Financial Examiners" (13-2061), "Tax Examiners and Collectors, and Revenue Agents" (13-2081), "Occupational Health and Safety Specialists" (29-9011), "Occupational Health and Safety Technicians" (29-9012), "Transportation Security Screeners" (33-9093), "Agricultural Inspectors" (45-2011), "Construction and Building Inspectors" (47-4011), and "Transportation Inspectors" (53-6051).
13-1051	Cost Estimators - Prepare cost estimates for product manufacturing, construction projects, or services to aid management in bidding on or determining price of product or service. May specialize according to particular service performed or type of product manufactured.
13-1071	Human Resources Specialists - Perform activities in the human resource area. Includes employment specialists who screen, recruit, interview, and place workers. Excludes "Compensation, Benefits, and Job Analysis Specialists" (13-1141) and "Training and Development Specialists" (13-1151).
13-1075	Labor Relations Specialists - Resolve disputes between workers and managers, negotiate collective bargaining agreements, or coordinate grievance procedures to handle employee complaints. Excludes equal employment opportunity (EEO) officers who are included in "Compliance Officers" (13-1041).
13-1121	Meeting, Convention, and Event Planners - Coordinate activities of staff, convention personnel, or clients to make arrangements for group meetings, events, or conventions.
13-1141	Compensation, Benefits, and Job Analysis Specialists - Conduct programs of compensation and benefits and job analysis for employer. May specialize in specific areas, such as position classification and pension programs.
13-1151	Training and Development Specialists - Design and conduct training and development programs to improve individual and organizational performance. May analyze training needs.
13-1161	Market Research Analysts and Marketing Specialists - Research market conditions in local, regional, or national areas, or gather information to determine potential sales of a product or service, or create a marketing campaign. May gather information on competitors, prices, sales, and methods of marketing and distribution.
13-2021	Appraisers and Assessors of Real Estate - Appraise real property and estimate its fair value. May assess taxes in accordance with prescribed schedules.
13-2031	Budget Analysts - Examine budget estimates for completeness, accuracy, and conformance with procedures and regulations. Analyze budgeting and accounting reports.
13-2071	Credit Counselors - Advise and educate individuals or organizations on acquiring and managing debt. May provide guidance in determining the best type of loan and explaining loan requirements or restrictions. May help develop debt management plans, advise on credit issues, or provide budget, mortgage, and bankruptcy counseling.
13-2081	Tax Examiners and Collectors, and Revenue Agents - Determine tax liability or collect taxes from individuals or business firms according to prescribed laws and regulations.
13-2082	Tax Preparers - Prepare tax returns for individuals or small businesses. Excludes "Accountants and Auditors" (13-2011).
13-2099	Financial Specialists, all other - All financial specialists not listed separately.

Labor ID #	Engineer Group 1
49	Junior Engineer Group 1
50	Journeyman Engineer Group 1
51	Senior Engineer Group 1
52	SME - Engineer Group 1
SOC No.	SOC Title and Functional Description
17-2171	Petroleum Engineers - Devise methods to improve oil and gas extraction and production and determine
	the need for new or modified tool designs. Oversee drilling and offer technical advice.

Labor ID #	Engineer Group 2
53	Junior Engineer Group 2
54	Journeyman Engineer Group 2
55	Senior Engineer Group 2
56	SME - Engineer Group 2
SOC No.	SOC Titles and Functional Descriptions
17-2041	Chemical Engineers - Design chemical plant equipment and devise processes for manufacturing chemicals and products, such as gasoline, synthetic rubber, plastics, detergents, cement, paper, and pulp, by applying principles and technology of chemistry, physics, and engineering.

Labor ID #	Engineer Group 3
57	Junior Engineer Group 3
58	Journeyman Engineer Group 3
59	Senior Engineer Group 3
60	SME - Engineer Group 3
SOC No.	SOC Titles and Functional Descriptions
17-2011	Aerospace Engineers - Perform engineering duties in designing, constructing, and testing aircraft, missiles, and spacecraft. May conduct basic and applied research to evaluate adaptability of materials and equipment to aircraft design and manufacture. May recommend improvements in testing equipment and techniques.
17-2031	Biomedical Engineers - Apply knowledge of engineering, biology, and biomechanical principles to the design, development, and evaluation of biological and health systems and products, such as artificial organs, prostheses, instrumentation, medical information systems, and heath management and care delivery systems.
17-2081	Environmental Engineers - Research, design, plan, or perform engineering duties in the prevention, control, and remediation of environmental hazards using various engineering disciplines. Work may include waste treatment, site remediation, or pollution control technology.
17-2112	Industrial Engineers - Design, develop, test, and evaluate integrated systems for managing industrial production processes, including human work factors, quality control, inventory control, logistics and material flow, cost analysis, and production coordination. Excludes "Health and Safety Engineers, Except Mining Safety Engineers and Inspectors" (17-2111).
17-2151	Mining and Geological Engineers, including Mining Safety Engineers - Conduct sub-surface surveys to identify the characteristics of potential land or mining development sites. May specify the ground support systems, processes and equipment for safe, economical, and environmentally sound extraction or underground construction activities. May inspect areas for unsafe geological conditions, equipment, and working conditions. May design, implement, and coordinate mine safety programs. Excludes "Petroleum Engineers" (17-2171).
17-2161	Nuclear Engineers - Conduct research on nuclear engineering projects or apply principles and theory of nuclear science to problems concerned with release, control, and use of nuclear energy and nuclear waste disposal.

Labor ID #	Engineer Group 4
61	Junior Engineer Group 4
62	Journeyman Engineer Group 4
63	Senior Engineer Group 4

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64	SME - Engineer Group 4
SOC No.	SOC Titles and Functional Descriptions
17-2051	Civil Engineers - Perform engineering duties in planning, designing, and overseeing construction and maintenance of building structures, and facilities, such as roads, railroads, airports, bridges, harbors, channels, dams, irrigation projects, pipelines, power plants, and water and sewage systems. Includes architectural, structural, traffic, ocean, and geo-technical engineers. Excludes "Hydrologists" (19-2043).
17-2071	Electrical Engineers - Research, design, develop, test, or supervise the manufacturing and installation of electrical equipment, components, or systems for commercial, industrial, military, or scientific use. Excludes "Computer Hardware Engineers" (17-2061).
17-2072	Electronics Engineers, Except Computer - Research, design, develop, or test electronic components and systems for commercial, industrial, military, or scientific use employing knowledge of electronic theory and materials properties. Design electronic circuits and components for use in fields such as telecommunications, aerospace guidance and propulsion control, acoustics, or instruments and controls. Excludes "Computer Hardware Engineers" (17-2061).
17-2111	Health and Safety Engineers, except mining safety engineers and inspectors - Promote worksite or product safety by applying knowledge of industrial processes, mechanics, chemistry, psychology, and industrial health and safety laws. Includes industrial product safety engineers.
17-2121	Marine Engineers and Naval Architects - Design, develop, and evaluate the operation of marine vessels, ship machinery, and related equipment, such as power supply and propulsion systems.
17-2131	Materials Engineers - Evaluate materials and develop machinery and processes to manufacture materials for use in products that must meet specialized design and performance specifications. Develop new uses for known materials. Includes those engineers working with composite materials or specializing in one type of material, such as graphite, metal and metal alloys, ceramics and glass, plastics and polymers, and naturally occurring materials. Includes metallurgists and metallurgical engineers, ceramic engineers, and welding engineers.
17-2141	Mechanical Engineers - Perform engineering duties in planning and designing tools, engines, machines, and other mechanically functioning equipment. Oversee installation, operation, maintenance, and repair of equipment such as centralized heat, gas, water, and steam systems.
17-2199	Engineers, all other - All engineers not listed separately.

Labor ID #	Engineer Group 5
65	Junior Engineer Group 5
66	Journeyman Engineer Group 5
67	Senior Engineer Group 5
68	SME - Engineer Group 5
SOC No.	SOC Titles and Functional Descriptions
17-1021	Cartographers and Photogrammetrists - Collect, analyze, and interpret geographic information provided by geodetic surveys, aerial photographs, and satellite data. Research, study, and prepare maps and other spatial data in digital or graphic form for legal, social, political, educational, and design purposes. May work with Geographic Information Systems (GIS). May design and evaluate algorithms, data structures, and user interfaces for GIS and mapping systems.
17-1022	Surveyors - Make exact measurements and determine property boundaries. Provide data relevant to the shape, contour, gravitation, location, elevation, or dimension of land or land features on or near the earth's surface for engineering, mapmaking, mining, land evaluation, construction, and other purposes.
17-2021	Agriculture Engineers - Apply knowledge of engineering technology and biological science to agricultural problems concerned with power and machinery, electrification, structures, soil and water conservation, and processing of agricultural products.

Labor ID #	Manager Group 1
69	Junior Manager Group 1
70	Journeyman Manager Group 1
71	Senior Manager Group 1
72	SME - Manager Group 1

SOC No.	SOC Titles and Functional Descriptions
11-1021	General and Operations Managers - Plan, direct, or coordinate the operations of public or private sector organizations. Duties and responsibilities include formulating policies, managing daily operations, and planning the use of materials and human resources, but are too diverse and general in nature to be classified in any one functional area of management or administration, such as personnel, purchasing, or administrative services. Excludes First-Line Supervisors.
11-2011	Advertising and Promotions Managers - Plan, direct, or coordinate advertising policies and programs or produce collateral materials, such as posters, contests, coupons, or give-aways, to create extra interest in the purchase of a product or service for a department, an entire organization, or on an account basis.
11-2021	Marketing Managers - Plan, direct, or coordinate marketing policies and programs, such as determining the demand for products and services offered by a firm and its competitors, and identify potential customers. Develop pricing strategies with the goal of maximizing the firm's profits or share of the market while ensuring the firm's customers are satisfied. Oversee product development or monitor trends that indicate the need for new products and services.
11-2022	Sales Managers - Plan, direct, or coordinate the actual distribution or movement of a product or service to the customer. Coordinate sales distribution by establishing sales territories, quotas, and goals and establish training programs for sales representatives. Analyze sales statistics gathered by staff to determine sales potential and inventory requirements and monitor the preferences of customers.
11-3031	Financial Managers - Plan, direct, or coordinate accounting, investing, banking, insurance, securities, and other financial activities of a branch, office, or department of an establishment.
11-9061	Funeral Service Managers - Plan, direct, or coordinate the services or resources of funeral homes. Includes activities such as determining prices for services or merchandise and managing the facilities of funeral homes. Excludes "Morticians, Undertakers, and Funeral Directors" (39-4031).

Labor ID #	Manager Group 2
73	Junior Manager Group 2
74	Journeyman Manager Group 2
75	Senior Manager Group 2
76	SME - Manager Group 2
SOC No.	SOC Titles and Functional Descriptions
11-2031	Public Relations and Fundraising Managers - Plan, direct, or coordinate activities designed to create or maintain a favorable public image or raise issue awareness for their organization or client; or if engaged in fundraising, plan, direct, or coordinate activities to solicit and maintain funds for special projects or nonprofit organizations.
11-3111	Compensation and Benefits Managers - Plan, direct, or coordinate compensation and benefits activities of an organization. Job analysis and position description managers are included in "Human Resource Managers" (11-3121).
11-9041	Architectural and Engineering Managers - Plan, direct, or coordinate activities in such fields as architecture and engineering or research and development in these fields. Excludes "Natural Sciences Managers" (11-9121).
11-9121	Natural Science Managers - Plan, direct, or coordinate activities in such fields as life sciences, physical sciences, mathematics, statistics, and research and development in these fields. Excludes "Architecture and Engineering Managers" (11-9041) and "Computer and Information Systems Managers" (11-3021).
11-9199	Managers, all other - All managers not listed separately.

Labor ID #	Manager Group 3
77	Junior Manager Group 3
78	Journeyman Manager Group 3
79	Senior Manager Group 3
80	SME - Manager Group 3
SOC No.	SOC Titles and Functional Descriptions
11-3011	Administrative Services Managers - Plan, direct, or coordinate one or more administrative services of

	an organization, such as records and information management, mail distribution, facilities planning and
	maintenance, custodial operations, and other office support services. Medical records administrators
	are included in "Medical and Health Services Managers" (11-9111). Excludes "Purchasing Managers"
	(11-3061).
11-3051	Industrial Production Managers - Plan, direct, or coordinate the work activities and resources
	necessary for manufacturing products in accordance with cost, quality, and quantity specifications.
11-3061	Purchasing Managers - Plan, direct, or coordinate the activities of buyers, purchasing officers, and
	related workers involved in purchasing materials, products, and services. Includes wholesale or retail
	trade merchandising managers and procurement managers.
11-3071	Transportation, Storage, and Distribution Managers - Plan, direct, or coordinate transportation, storage,
	or distribution activities in accordance with organizational policies and applicable government laws or
	regulations. Includes logistics managers.
11-3121	Human Resources Managers - Plan, direct, or coordinate human resources activities and staff of an
	organization. Excludes managers who primarily focus on compensation and benefits (11-3111) and
	training and development (11-3131).
11-3131	Training and Development Managers - Plan, direct, or coordinate the training and development
	activities and staff of an organization.
11-9013	Farmers, Ranchers, and other Agricultural Managers - Plan, direct, or coordinate the management or
	operation of farms, ranches, greenhouses, aquacultural operations, nurseries, timber tracts, or other
	agricultural establishments. May hire, train, and supervise farm workers or contract for services to carry
	out the day-to-day activities of the managed operation. May engage in or supervise planting,
	cultivating, harvesting, and financial and marketing activities. Excludes "First-Line Supervisors of
11.0001	Farming, Fishing, and Forestry Workers" (45-1011).
11-9021	Construction Managers - Plan, direct, or coordinate, usually through subordinate supervisory
	personnel, activities concerned with the construction and maintenance of structures, facilities, and
	systems. Participate in the conceptual development of a construction project and oversee its
	organization, scheduling, budgeting, and implementation. Includes managers in specialized
11.0000	construction fields, such as carpentry or plumbing.
11-9033	Education Administrators, Postsecondary - Plan, direct, or coordinate research, instructional, student
	administration and services, and other educational activities at postsecondary institutions, including
11 0000	universities, colleges, and junior and community colleges.
11-9039	Education Administrators, All Other - All education administrators not listed separately.
11-9081	Lodging Managers - Plan, direct, or coordinate activities of an organization or department that provides
	lodging and other accommodations. Excludes "Food Service Managers" (11-9051) in lodging
11 0111	establishments.
11-9111	Medical and Health Services Managers - Plan, direct, or coordinate medical and health services in
11-9141	hospitals, clinics, managed care organizations, public health agencies, or similar organizations.
11-9141	Property, Real Estate, and Community Association Managers - Plan, direct, or coordinate the selling,
	buying, leasing, or governance activities of commercial, industrial, or residential real estate properties.
	Includes managers of homeowner and condominium associations, rented or leased housing units, buildings, or land (including rights-of-way).
	buildings, or land (including ngins-or-way).

Labor ID #	Manager Group 4
81	Junior Manager Group 4
82	Journeyman Manager Group 4
83	Senior Manager Group 4
84	SME - Manager Group 4
SOC No.	SOC Titles and Functional Descriptions
11-9031	Education Administrators, Preschool and Childcare Center/Program - Plan, direct, or coordinate the academic and nonacademic activities of preschool and childcare centers or programs. Excludes "Preschool Teachers" (25-2011).
11-9051	Food Service Managers - Plan, direct, or coordinate activities of an organization or department that serves food and beverages. Excludes "Chefs and Head Cooks" (35-1011).
11-9131	Postmasters and Mail Superintendents - Plan, direct, or coordinate operational, administrative,

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	management, and supportive services of a U.S. post office; or coordinate activities of workers engaged
	in postal and related work in assigned post office.
11-9151	Social and Community Service Managers - Plan, direct, or coordinate the activities of a social service program or community outreach organization. Oversee the program or organization's budget and policies regarding participant involvement, program requirements, and benefits. Work may involve directing social workers, counselors, or probation officers.
11-9161	Emergency Management Directors - Plan and direct disaster response or crisis management activities, provide disaster preparedness training, and prepare emergency plans and procedures for natural (e.g., hurricanes, floods, earthquakes), wartime, or technological (e.g., nuclear power plant emergencies or hazardous materials spills) disasters or hostage situations.

Labor ID #	Scientists and Science Technicians Group 1
85	Junior Scientists and Science Technicians Group 1
86	Journeyman Scientists and Science Technicians Group 1
87	Senior Scientists and Science Technicians Group 1
88	SME - Scientists and Science Technicians Group 1
SOC No.	SOC Title and Functional Description
19-1042	Medical Scientists, except Epidemiologists - Conduct research dealing with the understanding of human diseases and the improvement of human health. Engage in clinical investigation, research and development, or other related activities. Includes physicians, dentists, public health specialists, pharmacologists, and medical pathologists who primarily conduct research. Practitioners who primarily provide medical or dental care or dispense drugs are included in "Health Diagnosing and Treating Practitioners" (29-1000).

Labor ID #	Scientists and Science Technicians Group 2
89	Junior Scientists and Science Technicians Group 2
90	Journeyman Scientists and Science Technicians Group 2
91	Senior Scientists and Science Technicians Group 2
92	SME - Scientists and Science Technicians Group 2
SOC No.	SOC Titles and Functional Descriptions
19-1011	Animal Scientist - Conduct research in the genetics, nutrition, reproduction, growth, and development of domestic farm animals.
19-1021	Biochemists and Biophysicists - Study the chemical composition or physical principles of living cells and organisms, their electrical and mechanical energy, and related phenomena. May conduct research to further understanding of the complex chemical combinations and reactions involved in metabolism, reproduction, growth, and heredity. May determine the effects of foods, drugs, serums, hormones, and other substances on tissues and vital processes of living organisms.
19-2012	Physicists - Conduct research into physical phenomena, develop theories on the basis of observation and experiments, and devise methods to apply physical laws and theories. Excludes "Biochemists and Biophysicists" (19-1021).
19-2042	Geoscientists, except Hydrologists and Geographers - Study the composition, structure, and other physical aspects of the Earth. May use geological, physics, and mathematics knowledge in exploration for oil, gas, minerals, or underground water; or in waste disposal, land reclamation, or other environmental problems. May study the Earth's internal composition, atmospheres, oceans, and its magnetic, electrical, and gravitational forces. Includes mineralogists, crystallographers, paleontologists, stratigraphers, geodesists, and seismologists.

Labor ID #	Scientists and Science Technicians Group 3
93	Junior Scientists and Science Technicians Group 3
94	Journeyman Scientists and Science Technicians Group 3
95	Senior Scientists and Science Technicians Group 3
96	SME - Scientists and Science Technicians Group 3
SOC No.	SOC Titles and Functional Descriptions
19-1023	Zoologist and Wildlife Biologist - Study the origins, behavior, diseases, genetics, and life processes of

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	animals and wildlife. May specialize in wildlife research and management. May collect and analyze biological data to determine the environmental effects of present and potential use of land and water habitats.
19-1029	Biological Scientists, all other - All biological scientists not listed separately.
19-1099	Life Scientists, all other - All life scientists not listed separately.
19-2011	Astronomers - Observe, research, and interpret astronomical phenomena to increase basic knowledge or apply such information to practical problems.
19-2031	Chemists - Conduct qualitative and quantitative chemical analyses or experiments in laboratories for quality or process control or to develop new products or knowledge. Excludes "Geoscientists, Except Hydrologists and Geographers" (19-2042) and "Biochemists and Biophysicists" (19-1021).
19-2041	Environmental Scientists and Specialists, Including Health - Conduct research or perform investigation for the purpose of identifying, abating, or eliminating sources of pollutants or hazards that affect either the environment or the health of the population. Using knowledge of various scientific disciplines, may collect, synthesize, study, report, and recommend action based on data derived from measurements or observations of air, food, soil, water, and other sources. Excludes "Zoologists and Wildlife Biologists" (19-1023), "Conservation Scientists" (19-1031), "Forest and Conservation Technicians" (19-4093), "Fish and Game Wardens" (33-3031), and "Forest and Conservation Workers" (45-4011).
19-2043	Hydrologists - Research the distribution, circulation, and physical properties of underground and surface waters; and study the form and intensity of precipitation, its rate of infiltration into the soil, movement through the earth, and its return to the ocean and atmosphere.
19-2099	Physical Scientists, All Other - All physical scientists not listed separately.
19-3011	Economists - Conduct research, prepare reports, or formulate plans to address economic problems related to the production and distribution of goods and services or monetary and fiscal policy. May collect and process economic and statistical data using sampling techniques and econometric methods. Excludes "Market Research Analysts and Marketing Specialists" (13-1161).
19-3032	Industrial-Organizational Psychologists - Apply principles of psychology to human resources, administration, management, sales, and marketing problems. Activities may include policy planning; employee testing and selection, training and development; and organizational development and analysis. May work with management to organize the work setting to improve worker productivity.
19-3039	Psychologists, all other - All psychologists not listed separately.
19-3041	Sociologists - Study human society and social behavior by examining the groups and social institutions that people form, as well as various social, religious, political, and business organizations. May study the behavior and interaction of groups, trace their origin and growth, and analyze the influence of group activities on individual members.
19-3092	Geographers - Study the nature and use of areas of the Earth's surface, relating and interpreting interactions of physical and cultural phenomena. Conduct research on physical aspects of a region, including land forms, climates, soils, plants, and animals, and conduct research on the spatial implications of human activities within a given area, including social characteristics, economic activities, and political organization, as well as researching interdependence between regions at scales ranging from local to global.
19-3094	Political Scientists - Study the origin, development, and operation of political systems. May study topics, such as public opinion, political decision-making, and ideology. May analyze the structure and operation of governments, as well as various political entities. May conduct public opinion surveys, analyze election results, or analyze public documents. Excludes "Survey Researchers" (19-3022).
19-4041	Geological and Petroleum Technicians - Assist scientists or engineers in the use of electronic, sonic, or nuclear measuring instruments in both laboratory and production activities to obtain data indicating potential resources such as metallic ore, minerals, gas, coal, or petroleum. Analyze mud and drill cuttings. Chart pressure, temperature, and other characteristics of wells or bore holes. Investigate and collect information leading to the possible discovery of new metallic ore, minerals, gas, coal, or petroleum deposits.
19-4051	Nuclear Technicians - Assist nuclear physicists, nuclear engineers, or other scientists in laboratory or production activities. May operate, maintain, or provide quality control for nuclear testing and research equipment. May monitor radiation.

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Labor ID #	Scientists and Science Technicians Group 4	
97	Junior Scientists and Science Technicians Group 4	
98	Journeyman Scientists and Science Technicians Group 4	╝
99	Senior Scientists and Science Technicians Group 4	╝
100	SME - Scientists and Science Technicians Group 4	
SOC No.	SOC Titles and Functional Descriptions	
19-1012	Food Scientists and Technologists - Use chemistry, microbiology, engineering, and other sciences to study the principles underlying the processing and deterioration of foods; analyze food content to determine levels of vitamins, fat, sugar, and protein; discover new food sources; research ways to make processed foods safe, palatable, and healthful; and apply food science knowledge to determine best ways to process, package, preserve, store, and distribute food.	
19-1013 19-1022	Soil and Plant Scientist - Conduct research in breeding, physiology, production, yield, and management of crops and agricultural plants or trees, shrubs, and nursery stock, their growth in soils, and control of pests; or study the chemical, physical, biological, and mineralogical composition of soils as they relate to plant or crop growth. May classify and map soils and investigate effects of alternative practices on soil and crop productivity.	
	Microbiologists - Investigate the growth, structure, development, and other characteristics of microscopic organisms, such as bacteria, algae, or fungi. Includes medical microbiologists who study the relationship between organisms and disease or the effects of antibiotics on microorganisms.	
19-1031	Conservation Scientist - Manage, improve, and protect natural resources to maximize their use without damaging the environment. May conduct soil surveys and develop plans to eliminate soil erosion or to protect rangelands. May instruct farmers, agricultural production managers, or ranchers in best ways to use crop rotation, contour plowing, or terracing to conserve soil and water; in the number and kind of livestock and forage plants best suited to particular ranges; and in range and farm improvements, such as fencing and reservoirs for stock watering. Excludes "Zoologists and Wildlife Biologists" (19-1023) and "Foresters" (19-1032).	
19-1041	Epidemiologists - Investigate and describe the determinants and distribution of disease, disability, or health outcomes. May develop the means for prevention and control.	
19-2021	Atmospheric and Space Scientists - Investigate atmospheric phenomena and interpret meteorological data, gathered by surface and air stations, satellites, and radar to prepare reports and forecasts for public and other uses. Includes weather analysts and forecasters whose functions require the detailed knowledge of meteorology.	
19-2032	Materials Scientists - Research and study the structures and chemical properties of various natural and synthetic or composite materials, including metals, alloys, rubber, ceramics, semiconductors, polymers, and glass. Determine ways to strengthen or combine materials or develop new materials with new or specific properties for use in a variety of products and applications. Includes glass scientists, ceramic scientists, metallurgical scientists, and polymer scientists.	
19-3022	Survey Researchers - Plan, develop, or conduct surveys. May analyze and interpret the meaning of survey data, determine survey objectives, or suggest or test question wording. Includes social scientists who primarily design questionnaires or supervise survey teams. Excludes "Market Research Analysts and Marketing Specialists" (13-1161) and "Statisticians" (15-2041).	
19-3031	Clinical, Counseling, and School Psychologists - Diagnose and treat mental disorders; learning disabilities; and cognitive, behavioral, and emotional problems, using individual, child, family, and group therapies. May design and implement behavior modification programs.	
19-3051	Urban and Regional Planners - Develop comprehensive plans and programs for use of land and physical facilities of jurisdictions, such as towns, cities, counties, and metropolitan areas.	
19-3091	Anthropologists and Archeologists - Study the origin, development, and behavior of human beings. May study the way of life, language, or physical characteristics of people in various parts of the world. May engage in systematic recovery and examination of material evidence, such as tools or pottery remaining from past human cultures, in order to determine the history, customs, and living habits of earlier civilizations.	
19-3099	Social Scientists and Related Workers, all other - All social scientists and related workers not listed separately.	
19-4061	Social Science Research Assistants - Assist social scientists in laboratory, survey, and other social science research. May help prepare findings for publication and assist in laboratory analysis, quality	

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	control, or data management. Excludes "Graduate Teaching Assistants" (25-1191).
19-4092	Forensic Science Technicians - Collect, identify, classify, and analyze physical evidence related to criminal investigations. Perform tests on weapons or substances, such as fiber, hair, and tissue to determine significance to investigation. May testify as expert witnesses on evidence or crime laboratory techniques. May serve as specialists in area of expertise, such as ballistics, fingerprinting, handwriting, or biochemistry.
19-4099	Life, Physical, and Social Science Technicians, all other - All life, physical, and social science technicians not listed separately.

Labor ID #	Scientists and Science Technicians Group 5
101	Junior Scientists and Science Technicians Group 5
102	Journeyman Scientists and Science Technicians Group 5
103	Senior Scientists and Science Technicians Group 5
104	SME - Scientists and Science Technicians Group 5
SOC No.	SOC Titles and Functional Descriptions
19-1032	Foresters - Manage public and private forested lands for economic, recreational, and conservation purposes. May inventory the type, amount, and location of standing timber, appraise the timber's worth, negotiate the purchase, and draw up contracts for procurement. May determine how to conserve wildlife habitats, creek beds, water quality, and soil stability, and how best to comply with environmental regulations. May devise plans for planting and growing new trees, monitor trees for healthy growth, and determine optimal harvesting schedules.
19-3093	Historians - Research, analyze, record, and interpret the past as recorded in sources, such as government and institutional records, newspapers and other periodicals, photographs, interviews, films, electronic media, and unpublished manuscripts, such as personal diaries and letters.
19-4011	Agricultural and Food Science Technicians - Work with agricultural and food scientists in food, fiber, and animal research, production, and processing; and assist with animal breeding and nutrition. Conduct tests and experiments to improve yield and quality of crops or to increase the resistance of plants and animals to disease or insects. Includes technicians who assist food scientists or technologists in the research and development of production technology, quality control, packaging, processing, and use of foods.
19-4021	Biological Technicians - Assist biological and medical scientists in laboratories. Set up, operate, and maintain laboratory instruments and equipment, monitor experiments, make observations, and calculate and record results. May analyze organic substances, such as blood, food, and drugs.
19-4031	Chemical Technicians - Conduct chemical and physical laboratory tests to assist scientists in making qualitative and quantitative analyses of solids, liquids, and gaseous materials for research and development of new products or processes, quality control, maintenance of environmental standards, and other work involving experimental, theoretical, or practical application of chemistry and related sciences.
19-4091	Environmental Science and Protection Technicians, including Health - Perform laboratory and field tests to monitor the environment and investigate sources of pollution, including those that affect health, under the direction of an environmental scientist, engineer, or other specialist. May collect samples of gases, soil, water, and other materials for testing.
19-4093	Forest and Conservation Technicians - Provide technical assistance regarding the conservation of soil, water, forests, or related natural resources. May compile data pertaining to size, content, condition, and other characteristics of forest tracts, under the direction of foresters; or train and lead forest workers in forest propagation, fire prevention and suppression. May assist conservation scientists in managing, improving, and protecting rangelands and wildlife habitats. Excludes "Conservation Scientists" (19-1031) and "Foresters" (19-1032).





AWARD FEE DETERMINATION PLAN (AFDP)

for

United States Southern Command (USSOUTHCOM)
Command, Control, Communications, Computers, Intelligence, Surveillance, and
Reconnaissance (C4ISR) Support
Task Order 47QFCA19F0003

SECTION 1: INTRODUCTION

This Award Fee Determination Plan (AFDP) provides procedures for evaluating the contractor's performance on the USSOUTHCOM Task Order (TO) on a Cost-Plus-Award-Fee (CPAF) basis for TO 47QFCA19F0003. A Quality Assurance Surveillance Plan (QASP) is required under Federal Acquisition Regulation (FAR) 46.401; this AFDP replaces the QASP for the work performed on a CPAF basis. The AFDP may be revised unilaterally by the Government at any time during the period of performance. The Government will make every attempt to provide changes to the contractor 15 workdays prior to the start of the evaluation period to which the change will apply. The AFDP may be re-evaluated each evaluation period with input from the contractor. The award fee objective for this TO is to afford the contractor the opportunity to earn award fee commensurate with optimum performance:

- a. By providing a workable AFDP with a high probability of successful implementation.
- b. By clearly communicating evaluation procedures that provide effective two-way communication between the contractor and the Government.
- c. By focusing the contractor on areas of greatest importance in order to motivate outstanding performance.

The amount of award fee earned and payable to the contractor for achieving specified levels of performance will be determined by the Award Fee Determination Official (AFDO), with the assistance of the Award Fee Evaluation Board (AFEB), per this AFDP. The maximum fee payable for any period is 100 percent of the Award Fee Pool Allocation. The contractor may earn all, part, or none of the award fee allocated to an evaluation period.

Standard terms used in the AFDP are:

- a. Award Fee Pool: The maximum award fee pool established at award.
- b. Award Fee Pool Allocation: The amount of the award fee pool that is allocated and potentially earned from the award fee pool for the specific award fee period subject to the AFDP.





SECTION 2: EVALUATION PERIODS

The Government will evaluate contractor performance every six months to determine award fee payment. Each CPAF labor Contract Line Item Number (CLIN) will contain two distinct Award Fee Evaluation Periods for a twelve-month period. Mid-Period reviews will be scheduled concurrent with in-process reviews as practicable.

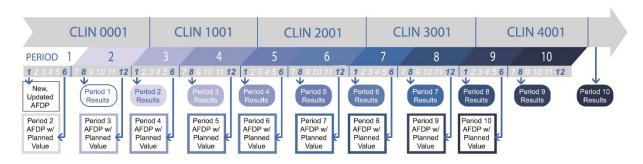
Award Fee Evaluation Periods

CLIN(s)	PERIOD	Award Fee Evaluation Period Dates (Month Day, Year)
0001	1	December 21, 2018 to August 20, 2019
1001	2	August 21, 2019 to February 20, 2020
1001	3	February 21, 2020 to August 20, 2020
2001	4	August 21, 2020 to February 20, 2021
2001	5	February 21, 2021 to August 20, 2021
3001	6	August 21, 2021 to February 20, 2022
3001	7	February 21, 2022 to August 20, 2022
4001	8	August 21, 2022 to February 20, 20123
4001	9	February 21, 2023 to August 20, 2023
5001	10	August 21, 2023 to December 20, 2023





Timeline for Planned Value







SECTION 5: AWARD FEE EVALUATION RATINGS

The following table shows the Award Fee Pool Allocation percentage by scores. The definition for each rating adjective is provided below.

Award Fee Pool Allocation Rating/Percentage

Adjectival Rating	Percentage of Fee
Excellent	91%-100%
Very Good	76%-90%
Good	51%-75%
Satisfactory	No Greater than 50%
Unsatisfactory	0%

The performance categories, once graded, describe the overall customer satisfaction with the tasks' key indicators. Contained in the ratings is a word picture of standards that allows each Performance Monitor to work from a common grading scale.

EXCELLENT

Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the AFDP for the award-fee evaluation period.

VERY GOOD

Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the AFDP for the award-fee evaluation period.

GOOD

Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the AFDP for the award-fee evaluation period.

SATISFACTORY

Contractor has met overall, cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the AFDP for the award fee evaluation period.

UNSATISFACTORY

Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the AFDP for the award-fee evaluation period.





Non-voting members will participate in AFEB assessments of Performance Monitor evaluations and discussions of award fee recommendations. Additionally, non-voting members are allowed to submit written reports on contractor performance to the AFEB for its consideration.

The responsibilities of the AFEB are:

- a. Recommend to the AFDO the specific elements upon which the contractor will be evaluated for each evaluation period.
- b. Request and obtain performance information from Performance Monitors involved in observing contractor performance.
- c. Evaluate the contractor's performance and summarize its findings and recommendations for the AFDO.
- d. Recommend to the AFDO the percentage of award fee available during an evaluation period which the contractor should receive.

6.2.1 AFEB Chairperson

The responsibilities of the AFEB Chairperson are to:

- a. Conduct AFEB meetings.
- b. Resolve any inconsistencies in the AFEB evaluations.
- c. Ensure AFEB recommendations to the AFDO are timely and made in accordance with the Award Fee Agreement and this AFDP.
- d. Ensure timely payment of award fee earned by the contractor.
- e. Recommend any changes to the AFDP to the AFDO.
- f. Ensure and have overall responsibility for the proper execution of the AFDP including managing the activities of the AFEB.
- g. Exert overall responsibility for all documents and activities associated with the AFEB.
- h. Maintain the award fee files, including current copy of the AFDP, any internal procedures, Performance Monitors' reports, and any other documentation having a bearing on the AFDO's award fee decisions.

6.2.2 Performance Monitors

Government and TO support personnel will be identified by the AFEB Chairperson as Performance Monitors to aid the AFEB in making its recommendation for award fee. Performance Monitors, responsible for the technical administration of specific tasks issued under the contract, document the contractor's performance against evaluation criteria in assigned evaluation areas(s). The primary responsibilities of the Performance Monitors include:

- a. Monitoring, evaluating, and assessing contractor performance in assigned areas.
- b. Preparing evaluation reports (scorecards) that ensure a fair and accurate portrayal of the contractor's performance.
- c. Recommending changes to the AFDP to the AFEB Chairperson.

These Performance Monitors will submit written reports, as required by the AFEB Chairperson, on the contractor's performance to the AFEB for consideration. Submission of reports will be coordinated through the AFEB Chairperson. Procedures and instructions for the Performance Monitors regarding midterm and final evaluations are provided below. The final report will be FEDSIM is a Client Support Center housed within GSA, FAS, AAS.





comprehensive and will be completed and submitted to the AFEB Chairperson in a timely manner.





SECTION 7: AWARD FEE DETERMINATION PROCESS

The contractor shall begin each evaluation period with zero percent of the available award fee and earn award fee based on performance during the evaluation period.

7.1 Monitoring and Assessing Performance

The AFEB Chairperson will assign Performance Monitors for the major performance areas. The Performance Monitors will be selected on the basis of expertise in the prescribed performance areas and/or association with specific technical tasks. The AFEB Chairperson may assign and change Performance Monitors assignments at any time without notice to the contractor. The AFEB Chairperson will ensure that each Performance Monitor and board member has copies of the TO and all modifications, a copy of this AFDP, and all changes and specific instructions for assigned areas.

Performance Monitors will conduct assessments of the contractor performance in their assigned areas. Feedback coordinated with the AFEB Chairperson will be provided to the contractor as appropriate during the evaluation period to enhance overall performance and minimize problems.

7.1.1 Instructions for Performance Monitors

Performance Monitors will maintain a periodic written record of the contractor's performance, including inputs from other Government personnel, in the evaluation areas of responsibility. Performance Monitors will retain informal records used to prepare evaluation reports for 12 months after the completion of an evaluation period to support any inquires made by the AFDO. Performance Monitors will conduct assessments in an open, objective, and cooperative spirit, so that a fair and accurate evaluation is made. Performance Monitors will make every effort to be consistent from period to period in their approach to determine recommended ratings. Positive accomplishments should be emphasized just as readily as negative ones.

- a. Performance Monitor Evaluation Reports. Performance Monitors will prepare midterm and final evaluation reports for each evaluation period during which they are Performance Monitors. The final reports will be more comprehensive. The reports, as a minimum, will contain the following information:
 - 1. The criteria and methods used to evaluate the contractor's performance during the evaluation period.
 - 2. The technical, economic, and schedule environment under which the contractor was required to perform. What effect did the environment have on the contractor's performance?
 - 3. The contractor's major strengths and weaknesses during the evaluation period. Give examples of the contractor performance for each strength and weakness listed. Also provide the reference in the specification, statement of work, data requirement, TO, etc. that relates to each strength or weakness.
 - 4. A recommended rating for the evaluation period using the adjectives and definitions set forth in this AFDP. Provide concrete examples of the contractor's performance to support the recommended rating.





7.2 Exclusions

Throughout the entire evaluation period, the contractor shall present and document any exclusion to the period of performance, due to circumstances beyond the control of the contractor, to the AFEB Chairperson within ten days of the end of the award fee period. The Performance Monitors should present the exclusions (if any) to the AFEB. If necessary, the AFEB will ask the contractor to present its case. The AFEB, in conjunction with the FEDSIM CO, will make a unilateral decision as to the exclusion from the evaluation.

7.3 Contractor Monthly Performance Reports

The contractor shall prepare Monthly Performance Reports that contain data that can be used to compare against the Performance Standards stated in this AFDP. All Monthly Performance Reports, including the raw data, shall be provided to the designated Performance Monitors.

Performance Monitors will collect the Monthly Performance Reports from the contractor, which they will review and analyze for accuracy and, if required, provide an oral or written summary to the AFEB.

7.4 Midterm Evaluation Procedures

The purpose of the midterm evaluation is to provide the contractor a quick, concise, interim Government review of contractor performance, and provide the contractor an opportunity to improve its performance prior to the determination of award fee earned at the end of the evaluation period. No award fee is paid based on midterm evaluations.

7.5 Final Evaluation Reports

The Performance Monitors will provide evaluations for the entire six-month evaluation period. Performance Monitors will submit final evaluation reports after the end date of the evaluation period to the AFEB Chairperson.

7.6 Contractor Self-Evaluation Presentation

The contractor may prepare a written self-assessment against the AFDP, along with the option of presenting the results to the AFEB upon request. This presentation should last no longer than **One Hour**. If necessary, a subsequent question and answer session is permissible.

7.7 AFEB Meeting and Memorandum to the AFDO

The AFEB, after receipt of the contractor's self-evaluation, will meet and evaluate all performance information it has obtained. The AFEB will review the Performance Monitors' reports and prepare an Award Fee Evaluation Report. The Award Fee Evaluation Report will be a memorandum to the AFDO with the AFEB's recommendation.

7.8 AFEB Final Report

After meeting with the contractor, the AFEB will finalize the report and present it to the AFDO. The report will recommend the award fee amount and any unresolved contractor issues to the AFDO.





7.9 Issuing Award Fee Determination Report

The AFDO will consider the final AFEB report and ensure compliance with the AFDP. The AFDO may accept, reject, or modify the AFEB recommendation. The AFDO will make the final determination of the award fee earned during the period. The AFDO's determination of the amount of award fee earned and the basis of the determination will be stated in an Award Fee Determination Report and forwarded to the FEDSIM CO for the TO file via modification.

7.10 Award Fee Determination Notice

Within 45 calendar days of the end of the Award Fee Period, the FEDSIM CO will prepare this notice to the contractor stating the amount of the award fee earned for the evaluation period. The contractor shall invoice after accepting the modification including the award fee determination and any corresponding deobligation of unearned fee.

7.11 Failure to Conduct Timely Award Fee Determinations

If the Government fails to complete the Award Fee Determination in the timeframe specified in Section 7.10 for two consecutive periods, the Government may convert the Cost-Plus-Award-Fee CLINs for the remaining periods of performance to Cost-Plus-Fixed-Fee. The Cost-Plus-Fixed-Fee type will be term. The contract type conversion and fixed fee amount will be subject to negotiation (limited by any applicable statutory and regulatory maximum of ten percent).





APPENDIX 1: AFEB Summary Evaluation Report

Date:
AFEB Chairperson Name: Award Fee Period: (insert from date) (insert to date) (Attach additional pages, supporting data, etc. as needed.)
Criteria 1 – Transition-In: Rating Adjective/Performance Points
Discussion:
Strengths:
Weaknesses:
Criteria 2 – Program Management and Communication: Rating Adjective/Performance Points Discussion: Strengths: Weaknesses:
Criteria 3 – Technical Performance: Rating Adjective/Performance Points Discussion: Strengths: Weaknesses:
Criteria 4 – Financial Management and Cost Control: Rating Adjective/Performance Points Discussion: Strengths: Weaknesses:
Award fee rating recommended for this evaluation criteria and period of performance with recommended percentage earned.
AFEB Chairperson Signature:





APPENDIX 2: AFEB Evaluator's Report

Instructions: Evaluators are requested to use bulleted format for submitting strengths, weaknesses, and recommendations. Also, evaluators are encouraged to attach additional sheets, supporting data, etc. for the final report.

Date:	
Evaluator Name a Award Fee Period Evaluator's Prima	and Title: d: (insert from date) – (insert to date) ary Task Area(s) (check all that apply):
	Criteria 1 – Transition-In
	Criteria 2 – Program Management and Communication
	Criteria 3 – Technical Performance
	Criteria 4 – Financial Management and Cost Control
	are NOT limited to evaluating only their own task areas. Experiences in other be evaluated. However, please indicate in the boxes above your primary area(s)
Special circumsta	nces during this period and the impact:
a.	
b.	
Strengths of the co	ontractor's performance:
a.	•
b.	
	e contractor's performance (with examples and contract references):
a.	
b.	
	tractor's performance on execution of the program:
a.	- Processing of the Processing
ь.	
	s recommended, if any:
	recommended, if any.
a. b.	
	recommended for this evaluation criteria and period of performance (with sles):

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a.





b.

Evaluator	Signature:		





ATTACHMENT G TRIP REPORT TEMPLATE

Trip Report Date:	[Trip Report shall be completed within 10 workdays following completion of each trip (unless specified otherwise in Section F).]		
Project Name:			
Task Order Number:	GSQ00XXXXXXXX		
Name of Traveler	[Provide First and Last name of Traveler]		
Location of Travel	From: [Origin]	To: [Destination]	
Duration of Trip	From: [insert Month Day, Year]	To: [insert Month Day, Year]	
Point of Contact (POC) at Travel Location			
Government Approval Authority Received	[Provide Travel Authorization Request (TAR) Number]		
Total Cost of the Trip	\$		

Purpose of the Trip
[Provide a detailed description of the purpose of the trip. Attach additional pages, if necessary.]
Knowledge Gained
[Provide a detailed description of any knowledge gained. Attach additional pages, if necessary.]
Comments, Conclusions, Action Items:
[Provide any additional comments, conclusions, or action items. Attach additional pages, if necessary.]





ATTACHMENT H DELIVERABLE ACCEPTANCE/REJECTION FORM

Please review the deliverable identified below, provide any comments in the space provided or on an attached form, and sign and date.

REPORTING PERIOD/MONTH:	
AGENCY NAME:	
PROJECT NAME:	
FEDSIM TASK ORDER/	
CONTRACT NUMBER:	
FEDSIM PROJECT NUMBER:	





Deliverables for Period

Duplicate the below section for each deliverable product delivered, or not delivered, within the respective month as appropriate.

DELIVERABLE No.:			
DELIVERABLE NAME:			
TDL #:			
Deliverable Due Date:			
Delivery Date:			
	Vendor Comments		
Comments:			
Government Acceptance/Rejection			
I have reviewed the aforementioned docu	ument and have:		
	☐ Accepted without comments		
	☐ Accepted with comments		
	☐ Rejected with comments		
Comments:			





Signature for Approval/Rejection
TPOC Signature/date
COR Signature/date





ATTACHMENT I PROBLEM NOTIFICATION REPORT (PNR)

Task Order Number:	GSQ00XXXXXXXX	
FEDSIM COR was verbally notified on:	[Notify the FEDSIM COR as soon as it becomes apparent that a scheduled delivery will be late.]	
Date PNR Submitted:	[insert Month Day, Year]	

Nature and Source of Problem:

[Provide a detailed description of the nature and source of the problem. Attach additional pages, if necessary.]

Is action required by the Government?

Yes/No

[If Yes, describe Government action required and date required.]

Will the problem impact delivery schedule?

Yes/No

[If Yes, identify which deliverables will be affected and extent of the delay, the rationale for late delivery, and overall project impact.]

Can required delivery be brought back on schedule?

Yes/No

[Explain]

Describe corrective action needed to resolve problems:

[Provide a detailed description of corrective action needed to resolve the problem. Attach additional pages, if necessary.]

When will corrective action be completed?

[Provide the new delivery schedule and anticipated completion date.]

Are increased costs anticipated?

Yes/No

[If Yes, identify the amount and nature of the increased costs anticipated and define Government responsibility for problems and costs.]





ATTACHMENT L ORGANIZATIONAL CONFLICT OF INTEREST (OCI) STATEMENT

The offeror and each subcontractor, consultant, and/or teaming partner shall complete and sign an Organizational Conflict of Interest (OCI) Statement. All information pertaining to OCI is outlined in **Section H.8.1**.

The contractor shall represent either that:

- 1. It is not aware of any facts that create any actual or potential OCI relating to the award of this contract, or
- 2. It has included information in its proposal, providing all current information bearing on the existence of any actual or potential OCI.

If a contractor with an actual or potential OCI believes the conflict can be avoided, neutralized, or mitigated, the contractor shall submit a mitigation plan to the Government for review.

Definition: FAR 2.101 "Organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

SAMPLE 1 – OFFEROR OCI STATEMENT

The following is an example of the OCI statement that each offeror shall complete and sign. All information pertaining to OCI is outlined in **Section H.8.1**.

(*Insert Offeror Name*) is responding to Task Order Request (TOR) 47QFCA18R0008 for services supporting the SOUTHCOM C4ISR requirement. In accordance with solicitation **Section H.8.1**, (*Inset Offeror Name*) has reviewed the requirements of the TOR and the Federal Acquisition Regulation (FAR) Subpart 9.5.

(Insert Offeror Name) is not aware of any facts which create any actual or potential OCI relating to the award of this contract. (Insert Offeror Name) agrees to immediately disclose all information concerning any actual or potential OCI during the performance of the Task Order.

Insert Offeror Name	
Insert Offeror Point of Contact (POC) Name*	Date
POC Title	

^{*}Person must have the authority to bind the company.

SAMPLE 2 – SUBCONTRACTOR, CONSULTANT, TEAMING PARTNER OCI STATEMENT

The following is an example of the OCI statement that each subcontractor, consultant, and teaming partner shall complete and sign. All information pertaining to OCI is outlined in **Section H.8.1**.

(Insert Company Name) is participating as a subcontractor to (Insert Offeror Name) in response to Task Order Request (TOR) 47QFCA18R0008 for services supporting the SOUTHCOM C4ISR requirement. In accordance with solicitation Section H.8.1, (Insert Company Name) has reviewed the requirements of the TOR and the Federal Acquisition Regulation (FAR) Subpart 9.5.

(Insert Company Name) is not aware of any facts which create any actual or potential OCI relating to the award of this contract. (Insert Company Name) agrees to immediately disclose all information concerning any actual or potential OCI during the performance of the Task Order.

Subcontractor, Consultant, Teaming Partner	
Point of Contact (POC) Name*	Date
POC Title	

*Person must have the authority to bind the company.





ATTACHMENT M NON-DISCLOSURE AGREEMENT (NDA) BETWEEN

U.S. GENERAL SERVICES ADMINISTRATION (GSA) FEDERAL SYSTEMS INTEGRATION AND MANAGEMENT CENTER (FEDSIM) AND

[CONTRACTOR]

This agreement, made and entered into	this da	ay of,	20XX (the	"Effective
Date"), is by and between GSA and [CO	ONTRACTOR]].		

WHEREAS, [CONTRACTOR] and GSA FEDSIM have entered into Contract Number [INSERT], Task Order Number [INSERT] for services supporting the [CLIENT AGENCY AND PROGRAM/PROJECT NAME];

WHEREAS, [CONTRACTOR] is providing [DESCRIPTION (e.g., consulting/professional IT, engineering)] services under the Task Order;

WHEREAS, the services required to support [*PROGRAM/PROJECT NAME*] involve certain information which the Government considers to be "Confidential Information" as defined herein;

WHEREAS, GSA desires to have [*CONTRACTOR*]'s support to accomplish the Task Order services and, therefore, must grant access to the Confidential Information;

WHEREAS, [CONTRACTOR] through its work at a Government site may have access to Government systems or encounter information unrelated to performance of the Task Order which also is considered to be Confidential Information as defined herein;

WHEREAS, GSA on behalf of [*CLIENT AGENCY*] desires to protect the confidentiality and use of such Confidential Information;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Definitions.** "Confidential Information" shall mean any of the following: (1) "contractor bid or proposal information" and "source selection information" as those terms are defined in 41 U.S.C. § 2101; (2) the trade secrets or proprietary information of other companies; (3) other information, whether owned or developed by the Government, that has not been previously made available to the public, such as the requirements, funding or budgeting data of the Government; and *for contracts/orders providing acquisition assistance*, this term specifically includes (4) past performance information, actual/proposed costs, overhead rates, profit, award fee determinations, contractor employee data of offerors/contractors, methods or procedures used to evaluate performance, assessments, ratings or deliberations developed in an evaluation process, the substance of any discussions or deliberations in an evaluation process, and any recommendations or decisions of the Government unless and until such decisions are publicly announced. This term is limited to unclassified information.

¹ This does not denote an official security classification.





- **2. Limitations on Disclosure.** [*CONTRACTOR*] agrees (and the [*CONTRACTOR*] Task Order personnel must agree by separate written agreement with *CONTRACTOR*) not to distribute, disclose or disseminate Confidential Information to unauthorized personnel under the Task Order.
- **3.** Agreements with Employees and Subcontractors. [CONTRACTOR] will require its employees and any subcontractors or subcontractor employees performing services for this Task Order to sign non-disclosure agreements obligating each employee/subcontractor employee to comply with the terms of this agreement. [CONTRACTOR] shall maintain copies of each agreement on file and furnish them to the Government upon request.
- 4. Statutory Restrictions Relating to Procurement Information. [CONTRACTOR] acknowledges that certain Confidential Information may be subject to restrictions in Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. § 2104), as amended, and disclosures may result in criminal, civil, and/or administrative penalties. In addition, [CONTRACTOR] acknowledges that 18 U.S.C. § 1905, a criminal statute, bars an employee of a private sector organization from divulging certain confidential business information unless authorized by law.
- **5.** Limitations on Use of Confidential Information. [CONTRACTOR] may obtain Confidential Information through performance of the Task Order orally or in writing. These disclosures or this access to information is being made upon the basis of the confidential relationship between the parties and, unless specifically authorized in accordance with this agreement, [CONTRACTOR] will:
 - a. Use such Confidential Information for the sole purpose of performing the [*PROGRAM/PROJECT*] support requirements detailed in the Task Order and for no other purpose;
 - b. Not make any copies of Confidential Information, in whole or in part;
 - c. Promptly notify GSA in writing of any unauthorized misappropriation, disclosure, or use by any person of the Confidential Information which may come to its attention and take all steps reasonably necessary to limit, stop or otherwise remedy such misappropriation, disclosure, or use caused or permitted by a [CONTRACTOR] employee.
- 6. **Duties Respecting Third Parties.** If [CONTRACTOR] will have access to the proprietary information of other companies in performing Task Order support services for the Government, [CONTRACTOR] shall enter into agreements with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. [CONTRACTOR] agrees to maintain copies of these third party agreements and furnish them to the Government upon request in accordance with 48 C.F.R. § 9.505-4(b).
- 7. Notice Concerning Organizational Conflicts of Interest. [CONTRACTOR] agrees that distribution, disclosure or dissemination of Confidential Information (whether authorized or unauthorized) within its corporate organization or affiliates, may lead to disqualification from participation in future Government procurements under the organizational conflict of interest rules of 48 C.F.R. § 9.5.
- **8.** Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written representations with regard to





protection of Confidential Information in performance of the subject Task Order. This Agreement may not be modified except in writing signed by both parties.

- 9. Governing Law. The laws of the United States shall govern this agreement.
- **10. Severability.** If any provision of this Agreement is invalid or unenforceable under the applicable law, the remaining provisions shall remain in effect.

In accordance with Public Law No. 108-447, Consolidated Act, 2005, the following is applicable:

These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling.

11. Beneficiaries. If information owned by an individual or entity not a party to this agreement is disclosed or misappropriated by [*CONTRACTOR*] in breach of this agreement, such information owner is a third party beneficiary of this agreement. However, nothing herein shall create an independent right of action against the U.S. Government by any third party.

IN WITNESS WHEREOF, GSA and [CONTRACTOR] have caused the Agreement to be executed as of the day and year first written above.

UNITED STATES GENERAL SERVICES ADMINISTRATION

Name	Date
Contracting Officer	
[CONTRACTOR]	
Name*	Date
Title *Person must have the authority to bind the	e company.

FEDSIM is a Client Support Center housed within GSA, FAS, AAS.



$\label{eq:continuous} \textbf{DoD Business Rules for the Synchronized Predeployment and} \\ \textbf{Operational Tracker (SPOT)}$

AMENDMENT HISTORY

Document Version	Approval Date	Modified By	Section, Pages(s); Text Revised	
1.0	1/21/2014	N/A	Original	
2.0	11/21/2014	SPOT PMO	 Compliance, 3/4; Updated publication dates and removed rescinded DFARS Clause 252.225.7039 Updated Government Furnished Services (GFS) to Authorized Government Services (AGS) throughout the document KO Business Rules / Approve and Sign the LOA, 12; Added a requirement for a review and approve or denial of an LOA CA Business Rules, 13; Modified the requirements for creating a Foreign Identification Number (FIN) CA Business Rules / Deployment Dates, 13; Added a requirement to modify the estimated start date or cancel the deployment in certain circumstances CA Business Rules / Countries to be Visited, 13; Changed the rule for Countries to be Visited CA Business Rules / Complete Eligibility Requirements and Establish Deployment Itinerary, 15; Added a requirement to update weapon information Appendix 1: Abbreviations, 19; Updated Abbreviations as necessary Appendix 2: Definitions, 22; Removed Dependents Authorized and Fuel Authorized Appendix 3: Sample LOA, 26; Replaced 	
3.0	2/2/2015	SPOT PMO	CA Business Rules/ 12; Added new FIN rules procedure	
4.0	2/20/2015	SPOT PMO	 Compliance/ Updated with updated CENTCOM Class Deviation 2015-O0009 / pg. 4 CA Business Rules/ Inserted new mandatory guidance for the visa 	
4.1	2/25/2016	SPOT PMO	NOTE on AFRICOM Class Deviation 2016- 00006 20160222 pg. 9	

$\begin{tabular}{ll} \textbf{DoD Business Rules for the Synchronized Predeployment and} \\ \textbf{Operational Tracker (SPOT)} \end{tabular}$

Document Version	Approval Date	Modified By	Section, Pages(s); Text Revised
4.2	1/1/2017	SPOT PMO	Policy and Web link updates
4.3	9/27/17	SPOT PMO	Release of Deviation 2017-O004, supersedes Class Deviation 2015-O0009
4.4	2/5/18	SPOT PMO	Update to include the new GUID (replaces the FIN on LN/TCN deployments) requirement Update to reference the DD-2875 requirement for all Contractors requesting a Government role, pg. 16.
4.5	5/10/18	SPOT PMO	Amend the SPOT Business Rules to reflect the USFOR-A requirement that SPOT data for Afghanistan deployments be affirmed in SPOT by Company Admins every 30 days, pg. 17 & pg. 19.

PURPOSE

This document facilitates the implementation of the Synchronized Predeployment and Operational Tracker (SPOT) as the federal government database for the tracking and accountability of contractor personnel and equipment during contingencies, by defining the SPOT procedures and policies ("who" does "what" and "why") for all Department of Defense (DoD) SPOT users. ¹ This document provides an overview of the compliance requirements for SPOT, defines the roles, responsibilities and business rules for using the system, and the requirements to input and update information within the system. Instructions on how to operate the system and a system overview are contained in the applicable SPOT user manuals located on the Resource Center in SPOT at https://spot.dmdc.mil.

VALUE OF SPOT

SPOT is the central authoritative repository for applicable DoD contracts, contractor personnel, and contract equipment as defined by the Congressional Acts and DoD regulations listed in the Compliance section below. SPOT delivers a standard, collaborative method for the management, tracking and visibility of contractor personnel and contracts in support of contingencies, humanitarian assistance, disaster recovery operations, and other military operations or military exercises, when designated by the Combatant Commander (CCDR). It provides a centralized means to identify the Department's reliance and dependence on contracted capabilities. Additionally, SPOT offers fidelity and visibility of existing and previously contracted support, so that planners and others may consider current and historical data when developing future total force structure requirements as well as logistics and operational plans across all phases of operations.

Current systems receiving data from SPOT:

- The Joint Personnel Accountability Reconciliation and Reporting System (JPARR) receives SPOT data daily on DoD contractors deployed worldwide.
- Global Combat Support System Joint (GCSS-J) receives SPOT data daily on DoD contractors deployed worldwide, to include Authorized Government Services (AGS) for each deployment.
- Deployed Theater Accountability System (DTAS) receives SPOT data five days a week on DoD contractors deployed to CENTCOM.

¹ DOS and USAID follow their own SPOT Business Rules. Those USG agencies that are not directed by policy to use SPOT are highly encouraged to use these Business Rules or develop their own, as applicable.

- Contractor Debt System (CDS) receives SPOT data monthly from AFCENT, which is provided Excel reports generated by SPOT, on the number of meals consumed at Dining Facilities (DFAC) in the CENTCOM AOR.
- Theater Medical Data Store (TMDS) receives SPOT data quarterly and upon request from the Defense Finance and Accounting Service (DFAS), which is provided Excel reports generated by SPOT, on the contractors who have received treatment at military medical facilities.

In addition to providing the foundation for operational contract support planning, SPOT enables functional oversight and integration of all contracted capabilities by:

- Facilitating collaboration between diverse, geographically separated communities—requiring activities, theater and Joint Task Force (JTF) staffs, Contracting Officer Representatives (CORs), contracting offices, and contractor companies—in collecting and sharing information.
- Promoting synchronization and integration among all government partners.
- Providing awareness, visibility and accountability of individual contingency contractor personnel and contracted capabilities.

Historic SPOT records also provide a wealth of useful information that can be used for resolving or clarifying issues, locating and correlating individuals to contract information, providing points of contact for routine actions and emergency situations, supporting audits and congressional inquiries, assessing past performance, and informing future requirements and sourcing decisions.

COMPLIANCE (REQUIREMENTS FOR SPOT)

Due to the increased awareness that contracted support is a force multiplier in contingencies, Congress has passed legislation and the DoD has developed regulations, policies and directives, to ensure that all personnel supporting contingencies (from the Combatant Command (COCOM) inclusive to the company administrator personnel) enter and maintain proper data in SPOT. On 25 January 2007, the Office of the Secretary of Defense designated SPOT as the central repository for information on Contractors Authorized to Accompany United States Forces (CAAF) in a memo titled, "Designation of SPOT as Central Repository for Information on Contractors Deploying with the Force." Subsequently, the following legislation and DoD guidance has been issued:

Section 861 of the FY2008 National Defense Authorization Act: Requires the DoD, Department of State (DOS), and United States Agency for International Development (USAID) to identify a common database to serve as a repository of information on contracts and contractor personnel in Iraq and Afghanistan. In July 2008, DoD, DOS, and USAID signed a Memorandum of Understanding (MOU), updated in Feb 2010, in which they agreed to use

SPOT as the repository for information on all contracts valued over \$100,000 and contractor personnel deployed for more than 30 days.

<u>Section 862 of the FY2008 National Defense Authorization Act</u>: Requires the DoD and DOS to establish a process for registering, processing and accounting of personnel performing private security functions in an area of combat operations; authorizing and accounting for weapons to be carried by personnel performing private security functions in an area of combat operations; and a process for registering and identifying armored vehicles, helicopters and other military vehicles operated by contractors performing private security functions in an area of combat operations.

Office of the Under Secretary of Defense Memorandum, dated 28 Jan 08: Requires that all contractors employed on DoD funded contracts being performed in support of contingency operations anywhere in the world be input to SPOT by 30 Sep 08.

<u>DoD Instruction 3020.50, 22 Jul 09, Private Security Contractors:</u> Requires that geographic Combatant Commanders publish guidance and procedures for the registration and identification of armored vehicles, helicopters, and other vehicles operated by private security personnel in SPOT.

<u>Section 813 of the FY2010 National Defense Authorization Act</u>: Revises the definitions of contracts in Iraq and Afghanistan to include Grants and Cooperative Agreements.

<u>CJCSM 3150.13C</u>, 10 Mar 10, *Joint Reporting Structure – Personnel Manual*: Identifies SPOT as the central repository for all DoD funded contractors (United States, local national, host nation, and third country national) data and identifies it as the source of DoDfunded contractor Joint Personnel Status Report (JPERSTAT)- type information for a geographical combatant commander.

<u>DoD Instruction 3020.41, dated 20 Dec 11, Operational Contract Support (OCS)</u>: Requires that in applicable contingency operations, contractor visibility and accountability shall be maintained through a common joint database, i.e., the Synchronized Predeployment and Operational Tracker (SPOT) or its successor. Additionally, it requires that all mandatory data must be entered into SPOT or its successor before a contractor employee is permitted to deploy to or enter a military theater of operations. Contracting officers, through the terms of the contracts, shall require contractors to enter by-name data before an employee's deployment and to maintain and update the information in SPOT or its successor.

<u>Outside the United States</u>: Requires contractor companies to use SPOT to enter all applicable data on contracted personnel before deployment and maintain data for all contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States. It further requires contractor personnel to have a SPOT-generated Letter of Authorization (LOA) signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The LOA identifies authorizations,

privileges, or Government support that Contractor personnel are entitled to under the specific contract for which they are deployed.

<u>DFARS Class Deviation 2013-O0017, Contractor Demobilization</u>: Allows contractors to request an extension of a SPOT deployment LOA for up to 30 calendar days past the contract end date for those contractor personnel in Afghanistan whose presence is required to execute an approved demobilization plan. This clause also requires contractors to close out their employee deployments with the proper status in SPOT within 72 hours of their employee's redeployment and, if applicable, release their personnel in SPOT.

<u>DFARS Class Deviation 2017-O0004</u>, Contractor Personnel Performing in the United States <u>Central Command Area of Responsibility</u>: Requires all contractor personnel who travel to, from or within the CENTCOM AOR to have a SPOT-generated LOA. Provides guidance that all contractors use SPOT to account for all contractors authorized to accompany the force (CAAF) and Non-CAAF within the CENTCOM AOR. Requires contractors populate the in-theater arrival date (ITAD) and closeout date, changes to status and duty location in accordance with the SPOT Business Rules. Provides instructions on how to register for SPOT. This class deviation rescinds and supersedes Class Deviation 2015-O0009.

<u>CENTCOM Clause 5152.247-5900, Inbound/Outbound Cargo and Contractor Equipment Census:</u> Requires contractors to input inbound cargo and equipment valued greater than \$50,000 in SPOT.

<u>VISA USA001528-15-DPAP</u>: Requires company administrators to enter visa details in SPOT when a work visa is required for a contractor employee to perform in a particular country.

JOINT Publication 1-0, Joint Personnel Support, 31 May 2016: Section 3.b (7): For contractors authorized to accompany the force (CAAF), the link to the deployment is established by a government contracting officer (or designee) issued LOA generated through SPOT. The LOA is required for CAAF to process through; to travel to, from, and within the AOR/JOA; and to identify any additional authorizations, privileges, or government support entitled under the contract. The J-1 should coordinate with component personnel officers and the J-4 to ensure that contract LOAs reflect GCC requirements and that LOAs are required at all vetting points processing CAAF. Section 6.d.(4): Contractors are required to comply with HN or destination country laws and regulations regarding visa and passport requirements. U.S. citizens and third- country national contractors entering the AOR or JOA will have this information documented in SPOT as required. Appendix G, Section 3.d: All CAAF personnel are required to carry a barcoded LOA, issued through SPOT, which allows them access to, travel within, and departure from the AOR outside the US.

Class Deviation 2016-O0008, "Contractor Personnel Performing in United States Africa Command Area of Responsibility" 22 February 2016.

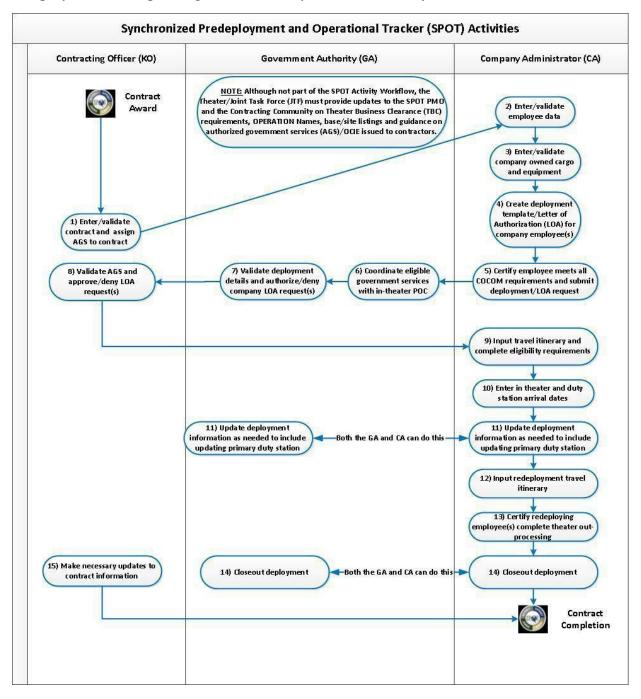
<u>Class Deviation 2015-O0016, "Contractor Personnel Performing in the United States Southern</u> Command Area of Responsibility" 06 October 2014.

<u>EUCOM Task Order: "Contractor Personnel Performing in United States Europe Command Area of Responsibility" October 2009</u>. Expanded requirement for SPOT data entry and SPOT LOA to Kosovo, Israel, Georgia, Azerbaijan and Armenia.

For further details on these policy references as well as COCOM specific policy requirements on the use of SPOT and Joint Asset Movement Management System (JAMMS) within their AOR, go to http://www.acq.osd.mil/log/PS/policies.html.

SPOT ACTIVITY FLOW

Figure 1 illustrates the activity flows and the activity owners responsible for executing each SPOT activity. The activities are described in detail below (for ease of understanding, the activities are grouped under predeployment, deployment, and redeployment corresponding to the SPOT system functionality).



PREDEPLOYMENT

The Theater/Joint Task Force (JTF) must identify any Theater Business Clearance requirements, OPERATION Names and authoritative base/site listings to the SPOT PMO and to the contracting community as soon as possible to ensure data integrity is as accurate as possible, as well as provide updates to that information throughout the contingency.

Furthermore, the Theater/JTF Commander must issue guidance on which authorized government services (AGS), including Organizational Clothing and Individual Equipment (OCIE), if any, will be issued or provided to contractors. If not already fielded, the Theater/JTF Commander will direct placement and use of the SPOT provided JAMMS terminals to appropriate choke points (such as DFACS, APODs, Billeting, MWR, etc.) for contractors to scan their Letters of Authorizations (LOAs).

- 1. Contracting Officer (KO) enters newly awarded contracts and task order(s), and assigns the AGS to each contract, or validates and updates, if necessary, the information on contracts/task orders already entered in SPOT.
- 2. Company Administrator (CA) enters new employee data or validates and updates, if necessary, previously entered employee data.
- 3. For all locations, CA enters company owned equipment or any weapons, armored vehicles, helicopters, or other military vehicles operated by private security contractors. For USCENTCOM only, CA also enters every company-owned piece of inbound cargo and equipment.
- 4. CA creates deployment templates and Letter(s) of Authorization (LOA), if required, for company employee(s).
- 5. CA certifies in SPOT that the employee has or will meet all COCOM eligibility requirements, will complete all COCOM training and processing requirements, to include theater specific familiarization, and submits the request for an LOA to the cognizant Government Authority (GA), affiliated with the correct Supporting Organization in SPOT.
- 6. GA reviews theater requirements, and ensures eligible government services are coordinated with in-theater points of contacts.
- 7. GA validates deployment details in SPOT and if correct, authorizes the LOA. If deployment details are incorrect, the GA will deny the request for LOA and provide the reasons for denial back to the CA.
- 8. KO validates that the government services have been coordinated in theater and meet the terms and conditions of the contract. KO makes any changes necessary to the authorized

government services, and approves or denies the requested LOA, as applicable. If approved, the KO digitally signs the LOA.

9. CA inputs the employee deployment travel itinerary in SPOT and completes the Eligibility Requirements tab in SPOT.

DEPLOYMENT

- 10. CA ensures contractor personnel arrive, in-process through combatant command reception centers (including JAMMS scan, if available), and updates SPOT with In-theater Arrival Date and Duty Station Arrival Date, confirming the duty site location.
- 11. GA and CA monitor contractor movements in theater from deployment to redeployment, and update the primary duty station, if necessary. CA reports no-shows or changes to the deployment schedule to the GA and updates the deployment details, to include updating the person status when changes occur (e.g., R&R, missing, captured).
- 12. CA and GA inform or ensure that the employing company informs all deploying contractors that they must carry their LOA with them at all times and scan them at all JAMMS workstations. Common Access Cards (CAC) are not to be scanned by contractors when processing through JAMMS.

REDEPLOYMENT

(Redeployment is the transfer of forces and materiel to support another joint force commander's operational requirements, or to return personnel, equipment, and materiel to the home and/or demobilization stations for reintegration and/or out-processing per Joint Publication 1-02. Redeployment does NOT include contractors going on rest and relaxation (R&R)/leave, or temporary duty (TDY) with the intent of continuing the deployment after the R&R/leave or TDY is complete).

- 13. CA inputs individual employee redeployment travel itinerary into SPOT.
- 14. CA certifies in SPOT redeploying employee(s) have completed all theater out-processing requirements, to include return of any OCIE.
- 15. CA closes each employee deployment in SPOT and indicates whether mission was successfully completed or not. CA updates SPOT to include whether the contractor was injured or killed during the deployment if applicable.
- 16. GA and KO identify and update SPOT with changes to the contract information.

SPOT BUSINESS RULES

The business rules below are listed by role (KO, CA and GA) responsibilities in SPOT, to include the maximum expected timeline for accomplishing each activity. These activities shall be accomplished within the prescribed timeframes to coincide with all personnel deployments. When contractors deploy faster than the timelines noted, activities shall track with the accelerated movement of the individuals. The activity flow and timelines are flexible enough to accommodate various circumstances.

Contracting Officer (KO)

A KO is a military or government civilian with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the United States Government. The term includes certain authorized representatives of the KO acting within the limits of their authority as delegated by the KO. The KO makes decisions on behalf of the federal government and is responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States in its contractual relationships. Types of KOs include contingency contracting officers (CCOs), senior contracting officials (SCOs), principle assistant responsible for contracting (PARC) and administrative contracting officers (ACOs). This role in SPOT is an inherently governmental function and is the only SPOT role that can approve an LOA. An individual requesting this role in SPOT must either be a warranted contracting officer or have a delegated authority from a warranted contracting officer to have this role.

Contracting Officer Business Rules

- SPOT Registration: Prior to registering in SPOT, the KO must take, as a minimum, the SPOT training for Contracting Officers. The schedule and instructions on how to sign up for training can be found at http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html
- To register in SPOT, the KO must have a sponsor, who can be any other Government civilian or Military employee (self-sponsorship is not allowed) in the KO's chain of command. The sponsor does not have to be a SPOT user. Once a registration request is made, SPOT will send an automated email to the sponsor requesting approval. The KO must register with a Public Key Infrastructure (PKI) certificate or Common Access Card (CAC) and must register with the contracting office as the KO's organization. If the contracting office is not in the SPOT database, contact the SPOT Helpdesk at: DoDhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil or (703) 578-5407.
- Add / Maintain Contract Information: (Figure 1, Activity 1 and 15): The KO must enter the contract data in SPOT NLT 7 days after contract award, or update the contract data NLT 7 days after a contract modification or contract closeout. If a Task Order (TO) is required at any time during the contract performance period, under the awarded contract,

the KO must enter the TO data **in SPOT NLT 7 days** after award of the task order. SPOT does apply to Foreign Military Sales (FMS) contracts, grants and agreements.

Note: Only valid task orders can be entered in SPOT against Blanket Purchase Agreements (BPA) or Indefinite Delivery, Indefinite Quantity (IDIQ) or other requirement-type contracts. **Do not add contract modifications to SPOT as a task order.** If changes are made to the contract data in SPOT, the KO must update the contract details on the basic contract. Task order format and details should be consistent with the data entered in the Electronic Document Access (**EDA**) and Federal Procurement Data System-Next Generation (FPDS-NG).

The KO must enter the following contract detail into SPOT as follows:

- Contracting Agency: This is the agency that provides the ultimate warranting authority to the contracting office. In most cases, it will be the Service such as Dept. of the Army, Dept. of the Air Force or Dept. of the Navy. Only if the KO works for a contracting office that reports directly under the DoD, should Dept. of Defense be selected as the contracting agency. For a grant or agreement, the KO must select "DOD Grants and Agreements" as the contracting agency.
- Contract Number: This is the basic contract number listed on the contract and it must follow the appropriate format for the issuing agency.
- Contract Category: The KO must put in the North American Industry Classification (NAIC) code(s) that is on the contract. If the contractor will be performing any **private security requirements**, the KO must also enter the NAIC code of either 561621, 561612, or 922120 regardless of whether it is the primary NAIC code for the contract or not.
- Period of Performance: The KO must only put the **funded period of performance**, or the period of performance of the base year, **NOT including option years**. **If options are exercised**, the KO must then update the period of performance end date to reflect that option period. The KO may not approve an LOA that extends beyond the funded period of performance for any contractor deployed.
- Places of Performance: These are the countries stipulated in the contract. If it is a worldwide contract, then the KO can select from the entire list, as applicable.
- Awarded Competitively: The KO must put yes or no based on what was input into FPDS-NG.
- Contracting Office: This is the office under which the KO is registered in SPOT.
- Contracting Officer Representative: The KO should add the COR information **and update it when the COR changes**. If there is no appointed COR on the contract, the KO may enter the POC data of the government representative from the requiring activity or leave this field blank.
- Contractor Company: The KO must select the same version and spelling of the company name that is on the contract. Only one Prime Company can be associated with each contract/task order. Subcontractors are to be identified so that their CAs are able to

provide the information to build SPOT records and enter associated deployment information for their own employees.

Note: The Contractor Count Function in SPOT is used by DoS and USAID. The only DoD exception is Local National employees performing in the USAFRICOM AOR per current USAFRICOM policy. For the USAFRICOM AOR only, it is the Contracting Officers' responsibility to provide the aggregate count in SPOT. All other DoD COCOMs are not permitted to input any contractor counts into SPOT by aggregate number.

- Enter the Authorized Government Services (AGS) on the contract (Figure 1, Activity 1 or 8): The KO can either enter the AGS data upfront on the contract in SPOT, or when approving the LOA. AGS entered upfront will be the default set of AGS for the contract and all associated task orders. KOs can amend the AGS for each individual at the time of approving their LOA. Coordination between the requiring activity, applicable Garrison, and the KO is necessary to validate availability of AGS prior to contract award. Available AGS will be specific to the contingency, location, and requirement, and included in the contract. Selecting an AGS does not imply that it is provided as a non-reimbursable service to the contractor. The contractor may have to reimburse the government for the service based on DOD, COCOM and/or Service policy. If the contractor will be performing in multiple countries, the AGS assigned will be assumed to be applicable to all countries listed on the LOA, unless the KO cites any exceptions in the remarks column of the LOA. An example might be that Government Furnished Meals (GFM) and Dining Facility (DFAC) is checked on the LOA that had both Afghanistan and Qatar listed as countries to be visited. Both GFM and DFAC would be authorized in Afghanistan, but if it was not applicable to Qatar, then the KO would have to state in the Remarks Block, "Government Furnished Meals (GFM) and DFAC are not authorized in Qatar."
- If the contractor is contractually authorized to carry a weapon, the KO can check "Authorized Weapon" on the LOA; however, the contractor must comply with all Combatant Command requirements before the contractor is authorized to carry a weapon in theater. KOs must determine if the contractor is CAAF or Non-CAAF and select it on the LOA.
- The KO must update any changes to AGS permissions in SPOT NLT 7 days after being notified of the change. This will require LOAs to be revoked and reissued. The AGS authorized on the LOA is only applicable while the contractor is in the performance of their contract and will not be authorized outside the parameters of the LOA and contract, for example, use of the dining facility is not authorized while a contractor is on R&R or leave. Appendix 2 defines each AGS contained on the LOA and Appendix 3 provides a sample LOA.
- Approve and Sign the LOA (Figure 1, Activity 8): The KO role is the only role that can review, approve, and digitally sign the LOA. Before approving the LOA, the KO must validate that the deployment start and end dates are the same funded period of performance as cited on the contract, that the countries to be visited only include those

locations where performance is required per the contract and that the contractor's company has entered the Defense Base Act (DBA) information for contractors going overseas. The KO must review this data and approve or deny the LOA NLT 3 days after the LOA request is submitted from the GA for approval.

• Revoke the LOA: The KO must revoke the LOA within 24 hours of being notified by the CA that a contractor is a "no show", or if there is any significant change to the deployment information, such as deployment end date (contractor returning early), changes to the AGS, or changes to the contract number or contract company.

Company Administrator (CA)

Company Administrator (CA) is an individual who works for the company that is under DoD contract to provide personnel and/or equipment. A CA is required to update **and maintain** personal information on all deployed personnel throughout their deployment or TDY. This includes the duty status, permanent duty location and closing out all deployments or TDYs.

Prime contractors are responsible for ensuring that their subcontractors at all tiers also comply with the activities below:

Company Administrator Business Rules

• SPOT Registration: Prior to registering in SPOT, the CA must take as a minimum the SPOT training for Company Administrators. The schedule and instructions on how to sign up for training can be found at http://www.acq.osd.mil/log/PS/ctr mgt accountability.html. To register in SPOT, the CA must have a sponsor, who can be any other person (self-sponsorship is not allowed) within the company or a government representative. The sponsor does not have to be a SPOT user. Once a registration request is made, SPOT will send an automated email to the sponsor requesting approval. The CA cannot register with more than one company. The CA must register with a PKI certificate or CAC unless they fall under the exception to this policy that allows a CA to register with a User Name and Password (see the SPOT FAQs). If a CA does register with a User Name and Password, they must have a government sponsor. The CA must register with the same spelling and version of their company name that is on the contract which their personnel will be supporting. If the company name is not in SPOT, the responsible contracting officer will have to add it to SPOT under the respective contract number, ensuring that the company name is consistent with the name input into any contract writing systems.

Enter Employee Data (Figure 1, Activity 2): The CA must add new or update existing personnel information on previously entered employee data into **SPOT NLT 15** days prior to the estimated deployment start date. **NOTE**: SPOT applies to Foreign Military Sales (FMS) contractors, if they also meet the DFARS requirements or COCOM guidance

for use of SPOT. In most cases FMS contractors will not need an LOA and should not be receiving U.S. AGS, but they still need to be deployed in SPOT without an LOA. Subcontractors may have access to SPOT as Company Administrators to enter their own personnel's data. However, the responsibility of accuracy and data management remains with the Prime Contractor. The CA must enter the following employee details as follows:

- o When the letters in the name of an individual do not exist in the English alphabet, then either use what the translated letter to English would be, or use the closest English letter.
- o A contractor must be designated a Foreign National if they are not a citizen of the U.S. (Green Card Holders, even with Social Security numbers, are only residents of the U.S. and are not considered citizens. Therefore, they are considered Foreign Nationals (FN) in SPOT.) If the Foreign National only has one name, enter the one name in both the first name and last name fields in SPOT on the condition each Foreign National has a unique Foreign Identification Number (FIN) and/or birthdate.
- If the contractor does not have a Defense Manpower Data Center (DMDC) Defense Enrollment Eligibility Reporting Systems (DEERS) issued FIN, the CA must follow the below steps or the steps in the SPOT User Guide on how to create a FIN. **Do not use the Social Security Number as the Foreign Identification Number.**

• Steps to establishing a FIN:

- o If the FN will be getting a CAC, the FIN will be assigned by the Defense Manpower Data Center (DMDC). A foreign national can obtain a DMDC FIN by visiting a DMDC Real-Time Automated Personnel Identification System (RAPIDS) location. The nearest RAPIDS location may be found at: http://www.dmdc.osd.mil/rsl/. At least two (2) original proof of identity documents that include document/identity numbers, issue/expiration dates and country/state/province/county/city of issuance are required. In addition, the FN will need to provide the sponsoring Service Branch/Agency, home/mailing address, work address, email addresses, phone numbers, gender, marital status, date of birth, organ donor status and blood type. The FN's photo and fingerprint will be captured during the DMDC FIN issuance process.
- o If a DMDC FIN is not available, generate the FIN using the FN's National Issued ID Card number preceded by the 3 digit GENC country code (e.g., AFG1234).
- If a National Issued ID Card is not available, use the FN's Passport Number preceded by the 3 digit ISO country code.
- o If the FN has none of the above, the CA will create a FIN by entering up to 18 characters using the following format guidance. The CA will record the FIN in their company records for future deployment management and informational purposes:
 - Enter the first five letters of the last name. If the last name is not known, use the

first name. If the last name is less than 5 letters, enter the entire last name.

- Enter the 8 character date of birth (mmddyyyy). If the date of birth is unknown, use today's date.
- If after the CA enters the FIN, SPOT indicates that the FIN is already in use, contact the SPOT Helpdesk to determine if the contractor has already been added to SPOT to ensure the contractor is not added to SPOT multiple times. If the FIN is already associated with a different person, append the above FIN with up to 5 random alphanumeric characters until a unique FIN is established.

• Updating FIN for TCN and LN contractors supporting DoD in Afghanistan:

- O For TCN and LN contractors supporting the DoD in Afghanistan with no DMDC FIN, the FIN will be the same as the first eight characters of the Global Unique Identifier (GUID) from the Biometrics Automated Toolset (BAT). If the contractor has a previously entered FIN in SPOT, then update the FIN field with the first 8 characters of the GUID from BAT once the GUID is assigned to the person. If a person is newly entered into SPOT without a GUID from BAT and no DMDC FIN or National Issued IS Number, then initially enter a FIN per instructions under "Steps to Establish a FIN". Once a GUID is issued by BAT, then update the FIN field with the first 8 characters of the GUID. Note: SPOT-ES does not receive any data from BAT and use of the GUID does not imply the contractor has been vetted.
- Enter Company Equipment (Figure 1, Activity 3): IAW CENTCOM Clause 5152.247-5900, the CA must enter and validate Contractor Owned / Contractor Operated (COCO) equipment that will be used in theater valued at greater than \$50,000 NLT 7 days after the contract is registered in SPOT. For all locations, the CA must also register weapons, armored vehicles, helicopters, and other military vehicles operated by deployed private security contractors in SPOT. Company equipment will be added and deleted, as necessary, throughout the contract period of performance.
- Request Deployments/LOAs (Figure 1, Activity 4): The CA must request deployments/LOAs for company employees **NLT 10 days prior to the estimated deployment start date**. Although Local Nationals (LN) do not "deploy" (since they are residents of the host nation) and rarely receive AGS or require a LOA, they still must be deployed in SPOT (without a LOA). The CA must enter the following deployment details as follows:
 - Deployment Dates: The CA must only enter the dates that the company employee will be in theater for that specific mission, or for LNs, the period of performance of the contract. If the employee will travel in and out of country several times throughout the year, the CA must input the dates for each deployment separately. However, the deployment dates

can include the time that the company employee will spend on R&R/leave or TDY with the intent of continuing the deployment after the R&R or TDY is complete. If the deployment start date changes after the estimated start date, the CA needs to either modify the estimated start date or cancel the deployment NLT than 15 days after the change in deployment start date.

- o Countries to be visited: The CA should enter all countries that the company employee will perform in, as designated in the contract.
- Passport Information: The passport field is a mandatory field. However, many Local Nationals will not have a passport. In this instance, enter the following in SPOT:
 - Passport Number: "Not Required"
 - Expiration Date: Insert any future date that is greater than the deployment end date.
 - Issuing Country: Select the country that the contractor is a citizen of.
- Selecting the Primary Supporting Organization: This is the requiring activity or the organization that the COR/GA belongs to. It should not be the same as the contracting office.
- DBA Insurance: Congress enacted the DBA of 1941 to provide workers compensation protection to employees of government contractors working under
- U.S. contracts overseas. Under the DBA, contractors working overseas, including all levels of subcontractors, are required to obtain DBA insurance for all employees, including foreign nationals. The LOA should reflect the policy number that the contractor has been issued. If the prime is requesting a deployment/LOA for the subcontractor and the subcontractor has their own policy, then that policy number should be entered. The prime contractor is responsible for ensuring the subcontractors have the proper insurance.
- In-Theater Point of Contact: This should be the government representative at the deployed site who will be either overseeing the contract or coordinating logistical support for the contractor employee. If this government representative has not yet been identified, then the CA must input information for a company POC (e.g., the country manager or contractor site lead), physically located in same country as deployed contractor employee. The In-Theater Point of Contact should be added/updated as soon as the government person is identified. For deployments to Afghanistan, this is a mandatory field for all; the point of contact <u>must</u> be located in-country and must be updated if the POC changes during the contractor's deployment.
- Selecting a Job Title: The job titles in SPOT are consistent with the Department of Labor O*NET Online authoritative source (www.onetonline.org). It is critical the job title best fits what the company employee will be doing on the contract. If the company employee will be performing as a private security contractor, the

CA must select either: 1) First-line Supervisors of Police and Detectives; 2) Police Patrol Officer, or 3) Security Guard for the job title.

- When submitting an LOA to the government for authorization, the CA must check a certification statement that the individual has or will meet all DODI 3020.41 and COCOM qualifications and requirements including training, medical, and dental screenings and assessments prior to this deployment (Figure 1, Activity 5).
- Complete Eligibility Requirements and Establish Deployment Itinerary (Figure 1, Activity 9): The CA must complete the Eligibility Requirements tab in SPOT, and enter the employee deployment full travel itinerary details (e.g., flight number, time of arrival) NLT **10 days prior to the scheduled departure date**. This will facilitate proper planning by the Deployment Reception Site (DRS).
- CA will ensure all employees process through the DRS, if available, with required documentation (e.g., LOA and/or CAC), and report to the government in-theater POC upon arrival.
- CA will ensure that all CAAF-designated employees and others who are authorized government services via an LOA know that they are required to carry their LOAs with them at all times and use it to scans at any JAMMS workstation.
- If contractor is issued a weapon(s) after they have been deployed, the CA must go back into the Eligibility Requirements Tab and list the weapons type(s) and serial numbers under Tab 4, "Personal Equipment" for each weapon issued specifically to that individual NLT 3 days after receipt of weapon information.
- Update Deployment Details (Figure 1, Activity 10 and 11): The CA must enter the in- theater arrival date (ITAD) and the duty station arrival date in SPOT NLT 1 day after the company employee has entered the theater or arrived at the Primary **Duty Station**. For Local Nationals (LNs), the CA must use the date the LN started work in both the "In-theater Arrival Date" and the "Duty Station Check-In Date" blocks. If a contractor's deployed duty station is a ship, then the in-theater arrival/duty station check- in dates equal the date the ship disembarks the U.S. The CA will report the contractor employee as a "no show" to the KO if the company employee has not arrived at their primary duty site within 3 days of their estimated arrival date. The CA will track company employees throughout the deployment process and must update changes to the Primary Duty Station in SPOT NLT 3 days after the company employee arrives at a new Primary Duty Station. A Primary Duty Station is where the company employee will reside a majority of the time. Therefore, if the company employee is traveling to another duty station on a temporary basis and intends on returning to the Primary Duty station, then no update in SPOT is required. This also applies to company employees going on R&R/leave or TDY status. The CA must also update the Person Status in SPOT (e.g., R&R, missing, or injured, but intends to return to duty/work) for an employee NLT than 1 day after the change in employee status.

• For all Afghanistan Deployments, CA must update and/or affirm every 30 days that the Actual In Theater Arrival Date (ITAD), Duty Station Check-in Date, Duty Station Country, Duty Station City, Duty Station Site, In-theater POC information, 24/7 Company POC information, and Person Status are correct by entering a checkmark by the reaffirmation statement and selecting the submit button on the Person Deployment page.

Note: IAW DFARS Class Deviation 2013-00017 "Contractor Demobilization", the CA may request an extension of the deployment/LOA for a period of up to 30 calendars days after the expiration of the current contract performance period for those contractor personnel whose presence is required in Afghanistan to execute an approved demobilization plan. **The CA shall submit that request to the KO NLT 30 days prior to the expiration of the current period of performance.** In this case, the KO will have to revoke the LOA and the CA will have to resubmit a new request to the Government with deployment end date in 30 days.

- Complete Visa detail information: In countries that require a work visa, it is mandatory for the CA to enter the Visa number and Expiration Date of the work visa where the company employee will perform work. Visa remarks can be entered in the Visa Remarks block. It is possible to enter multiple work visas in SPOT for each company employee. It is not necessary to enter transit visas for countries through which the company employee passes on his/her way to the primary duty station. It is not necessary to enter tourist visas for countries that the employee visits while on R&R.
 - Plan Redeployment (Figure 1, Activity 12): The CA must enter the redeployment travel itinerary **NLT 10 days prior to the estimated deployment end date or return date, if company employee is redeploying prior to the deployment end date in SPOT.** This estimated date shall be used to coordinate departure and redeployment planning activities in theater and back at the home station.
 - CA will certify redeploying personnel have completed all unit/requiring activity and theater out-processing requirements prior to departure (Figure 1, Activity 13), (e.g., return of OCIE if required).
 - Closeout Deployment (Figure 1, Activity 14): The CA must close out the deployment in SPOT NLT 3 days after the company employee redeploys. The CA must also closeout the deployment in SPOT if the company employee is killed; injured to the point that he/she is unable to return to duty; or missing/captured for more than 30 days (See Appendix 2 for further explanations of these terms). The CA will update contractor status in SPOT upon departure from the country/theater to include identifying whether the terms of the deployment have been fulfilled, the reason for leaving the mission, person status, mode and date of departure from the AOR, and validate when OCIE was returned. The CA must ensure that all employee LOAs are returned to the company or

their GA, or have been destroyed NLT 3 days after the redeployment and that the deployment has been closed to prevent fraudulent use of the LOA and to protect personal information that is on the LOA. The CA must also release the employee in SPOT NLT than 3 days after the employee's employment with that company is terminated to accommodate entry of that contractor in SPOT by another contract company.

Note: Redeployment does not include contractors going on R&R/leave or TDY with the intent of continuing the deployment after the R&R or TDY is complete. If an option year is being exercised, the CA will have to close out the current deployment and then create a new deployment, with new LOA request, if applicable, for the deployment in the new option year.

Government Authority (GA)

Government Authorities (GAs) can be either military or government civilian personnel, and includes multiple subcategories, such as requiring activities (RA), Contracting Officer Representatives (CORs), theater and JTF commanders and staffs, deployment reception sites (DRS), base operating support (BOS) personnel, quality assurance representatives, and property administrators. GAs both provide and use the information maintained in or accessed through SPOT.

Note: There is also a Government Administrator role in SPOT, which allows the same functionality as the Government Authority role, except with respect to LOAs. The Government Administrator is able to request LOAs while the Government Authority is able to request, review, deny, recall and authorize LOAs.

Government Authority Business Rules

SPOT Registration. Prior to registering in SPOT, the GA must take as a minimum the SPOT training for Government Administrators/Authorities. The schedule and instructions on how to sign up for training can be found at http://www.acq.osd.mil/log/PS/ctr mgt accountability.html. To register in SPOT, the Government Authority's sponsor must be a Government civilian or military employee (self-sponsorship is not allowed) within the GA's organization. The sponsor does not have to be a SPOT user. Once a registration request is made, SPOT will send an automated email to the sponsor requesting approval. The GA must register with a PKI certificate or CAC, and must register with their organization. If that organization is not in SPOT, contact the SPOT Helpdesk at: dodhra.beaualex.dmdc.mbx.spot-helpdesk@mail.mil or 703-578-5407. A Government Authority may register with more than one organization, if necessary; however, in that case they must obtain approval from a military or Government civilian employee from each requested organization. Contractors who are requesting a Government role in SPOT are required to submit DD-2875, System Authorization Access Request (SAAR) that is digitally signed by both the user and the Sponsor. In addition, the contractor must have a government email address.

Note: The SPOT system is designed to allow the GA to perform the CA Activities from Figure 1 in cases where the CA would be an employee of a foreign company or a small business that would have trouble accessing the system. If this is the case, refer to the CA Business Rules for these activities.

- Coordinate mission/country requirements (Figure 1, Activity 6 & 7): The GA must review mission and contractor theater requirements at website http://www.acq.osd.mil/dpap/pacc/cc/areas_of_responsibility.html prior to validating the CA deployment data in SPOT. The GA is responsible for coordinating with the CA and KO to ensure type and levels of AGS authorized in the contract are available at the designated location to accommodate number of personnel during the period of the deployment. The GA will inform the CA that deployed contractor personnel must scan with their LOA at JAMMS locations as opposed to using their CAC to ensure that the government service being accesses is authorized. The GA must validate the deployment data entered in SPOT by the CA to ensure it meets contractual and mission requirements. The GA must authorize or deny the LOA NLT 3 days after the LOA request is submitted to the GA for authorization.
- Monitor and Update Deployment Details (Figure 1, Activity 11): The GA (in concert with the CA) must monitor contractor movement and status in theater from deployment to redeployment. If the contractor changes their Primary Duty Station, the GA must either update that information in SPOT or ensure that the CA makes the update in SPOT NLT 3 days of the company employee arriving at a new Primary **Duty Station.** A Primary Duty Station is where the company employee will reside a majority of the time. Therefore, if the company employee is just traveling to another duty station on a temporary basis and intends on returning to the currently listed Primary Duty station, then no update in SPOT is required. This also applies to company employees going on R&R/leave or TDY status. The GA must notify the KO of any changes to AGS permissions NLT 3 days after the change, so that the KO can revoke the LOA and direct the CA to update and submit a new LOA request. Contractors who are terminated from their company, or have any other reason for leaving the country/theater prior to the estimated departure date in SPOT, must have their deployments closed out either by the GA or CA and their LOAs revoked by the KO NLT 3 days after the redeployment. If a company employee goes on R&R/leave or TDY, the deployment may remain open.

Theater/Joint Task Force (JTF) SPOT Responsibilities

Although the Theater/JTF Commander may not be SPOT registered users, they have a significant influence on the data that is input into SPOT, and consequently have responsibilities to ensure the following types of information are communicated to the SPOT PMO and to the Contracting Community by posting on the website at http://www.acq.osd.mil/dpap/pacc/cc/areas_of_responsibility.html :

- OPERATION NAME(S): Any official names, such as OPERATION ENDURING FREEDOM (OEF), that are given to contingencies, with the official start and end dates as applicable. This information is a mandatory input field when creating a deployment and requesting an LOA in SPOT.
- THEATER BUSINESS CLEARANCE REQUIREMENTS (TBC): If a TBC is required, a TBC policy and/or all unique clauses for the contingency must be established. For example, OEF CENTCOM established a TBC requirement for specific countries that all contracts receive CENTCOM TBC approval prior to award, and issued a specific number that is input into SPOT.
- Authoritative Base/Site Listings: All proper location names, spellings and associated geo-spatial location data in the AOR.
- Authorized Government Services/OCIE: Policy or guidance from the Service
 Components on which services in the AOR (e.g., billeting, medical, MILAIR) will
 be available to contractors, and whether that service will be provided at no cost or if
 it will be a reimbursable expense for the contractor. Additionally, policy or guidance
 on which OCIE, if any, will be issued to contractors is to be posted. This
 information is required for the contracting officer to properly populate the
 permissions on the LOA.
- Joint Asset Movement Management System (JAMMS): Identify appropriate contractor choke points (e.g., DFACs, APODs, billeting) and submit requests for fielding of JAMMS terminals and JAMMS operator training to the SPOT PMO, including identification of designated operators for JAMMS along with their contact information.

Appendix 1: Abbreviations

ACO Administrative Contracting Officers
AGS Authorized Government Services

AOR Area of Responsibility
AWOL Absent Without Leave
BOS Base Operating Support

BX Base Exchange

CA Company Administrator

CAAF Contractors Authorized to Accompany the Force

CAC Common Access Card

CBRN Chemical, Biological, Radiological and Nuclear

CC Contractor Company
CCDR Combatant Commander

CCO Contingency Contracting Officers
CENTCOM United States Central Command

COCO Contractor Owned Contractor Operated

COCOM Combatant Command CONUS Continental United States

CORs Contracting Officer Representatives

DBA Database Administrator

DBA Defense Base Act

DEERS Defense Enrollment Eligibility Reporting System

DFACDining Facilities Administration Center **DFARS**Defense Acquisition Regulations System

DMDC Defense Manpower Data Center

DoD Department of Defense

DoD Instruction DoDI DOS Department of State **DPO** Diplomatic Post Office Deployment Reception Site DRS Defense Switched Network **DSN DTM** Directive-Type Memorandum Frequently Asked Questions FAQ **FAR** Federal Acquisition Regulation Foreign Identification Number FIN

FMS Foreign Military Sales
FN Foreign National

FPDS-NG Federal Procurement Data System - Next Generation
GA Government Authority / Government Administrator

GFM Government Furnished Meals

IAW In Accordance With ITAD In-Theater Arrival Date

JAMMS Joint Asset Movement Management System

JPERSTAT Joint Personnel Status Report

JTF Joint Task Force
KO Contracting Officer
LN Local National

LOA Letter of Authorization
MIA Missing in Action

MOU Memorandum Of Understanding

MRE Meal, Ready to Eat

MTF Military Treatment Facility
MWR Morale Welfare Recreation

NACI National Agency Check with Inquiries
NAIC North American Industry Classification

NEX Navy Exchange NOK Next of Kin

OCIE Organizational Clothing & Individual Equipment

OCONUS Outside the Continental United States

OEF Operation Enduring Freedom
OGAs Other Government Agencies
OPM Office of Personnel Management

PARC Principle Assistant Responsible for Contracting

PKI Public Key Infrastructure
PMO Program Management Office

POC Point of Contact

PoP Period of Performance

POW Prisoner of War
PX Post Exchange
R&R Rest and Relaxation

SOFA Status of Forces Agreement

SPOT Synchronized Predeployment and Operational Tracker

SPOT-ES Synchronized Predeployment and Operational Tracker - Enterprise Suite

SSN Social Security Number
TBC Theater Business Clearance
TCN Third Country National

TDY Temporary Duty **TO** Task Order

TOPSS Total Operational Picture Support System

USAID United States Agency for International Development

Appendix 2: Definitions

Active (In the SPOT Person Status): The contractor is in a status (i.e. not AWOL, deceased, injured, missing, or captured) to continue performance on the current or subsequent contract, if necessary.

Army Post Office/Fleet Post Office/ Military Post Office (APO/FPO/MPO): Military mail service for Military and Civilian Members of the U.S. Armed Forces. IAW DODI 3020.41, in operations where no reliable or local mail service is available, CAAF who are U.S. citizens will be authorized postal support IAW DoD 4525.6-M. CAAF who are not U.S. citizens will be afforded occasional mail service necessary to mail their pay checks back to their homes of record. Contractors supporting FMS cases are not normally authorized APO/FPO/MPO privileges.

Authorized Weapon: Indicates contractual approval for specified contractor personnel to possess or carry firearms, ammunition, or non-lethal weapons. Final approval resides with the CCDR.

AWOL: Absent Without Leave.

<u>Billeting</u>: Provides the ability to utilize government lodging facilities or government quarters. The billeting standards for CAAF will be commensurate with standards being applied to deployed DoD civilian employees at the same location. CAAF standard grade equivalents are GS-14 for supervisors and GS-11 for non-supervisors. Billeting may or may not be charged to the contractor.

<u>CAC (Common Access Card)</u>: IAW DTM 08-003 Change 3, issuance to contractors is based on the DoD government sponsor's determination of the type and frequency of access required to DoD facilities or networks that will effectively support the mission. To be eligible for a CAC the access requirement must meet one of the following criteria:

- (a) The individual requires access to multiple DoD facilities or access to multiple non-DoD Federal facilities on behalf of the Department on a recurring basis for six months or more.
- (b) The individual requires both access to a DoD facility and access to DoD networks

DoD Business Rules for the Synchronized Predeployment and Operational Tracker (SPOT)

on site or remotely.

(c) The individual requires remote access to DoD networks that use only the CAC logon for user authentication.

Refer to para 3.a.(3) of the DTM for additional eligibility criteria for non-U.S. persons. As a minimum, a favorable adjudication of a National Agency Check with Inquiries (NACI) and an FBI fingerprint check is required in order to obtain a CAC.

Contractors Authorized to Accompany the Force (CAAF): Contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany the force in applicable contingency operations and have been afforded CAAF status through the LOA. CAAF generally includes all U.S. citizen and TCN employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. forces and who routinely are co-located with U.S. forces (especially in non-permissive environments). Personnel co-located with U.S. forces shall be afforded CAAF status through an LOA. In some cases, CCDR subordinate commanders may designate mission essential LN contractor employees (e.g., interpreters) as CAAF. CAAF status does not apply to contractor personnel in support of contingencies within the boundaries and territories of the United States.

Commissary: Firms under contract to the DoD, and their employees (and dependents of their household) stationed outside of the United States, and outside the U.S. Territories and Possessions may be authorized commissary store support on a reimbursable basis, provided that such agencies and individuals are serving the U.S. Armed Services exclusively; it has been determined that the granting of the privilege would be in the best interest of the United States; and when failure to grant such privilege would impair the efficient operation of the Department of Defense. This determination is made by the cognizant military service (DODI 1330.17, Enclosure 2).

Deceased-Killed as the result of Hostile Action: A person who is the victim of a terrorist activity or who becomes a casualty "in action." "In action" characterizes the casualty as having been a direct result of hostile actions, sustained in combat or relating thereto, or sustained going to or returning from a combat mission provided that the occurrence was directly related to hostile action. Included are persons killed mistakenly or

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accidently by friendly fire directed at a hostile force or what is thought to be a hostile force (Ref: DoDI 1300.18).

Deceased-Died as a result of Non-Hostile Action: A person who has died due to circumstances not directly attributable to hostile action or terrorist activity, but as the result of illness or injuries due to the elements, accidents, homicide, self-inflicted wounds, combat fatigue, and except in unusual cases, wounds or death inflicted by a friendly force while the individual is an AWOL, deserter, or dropped-from-rolls status or is voluntarily absent without authority from a place of duty (Ref: DoDI 1300.18).

DFACs (**Dining Facilities**): Contractors that have access to DFACs may or may not be charged for meals depending on the location, how austere the environment is, and the policy of the Service operating the DFAC. If the contractor is going to be authorized access to the DFAC at no cost, then GFM must also be checked on the LOA.

DPO (**Diplomatic Post Office**): The Department of State approved limited access to the Diplomatic Post Office mail system for U.S. Government contractors who are U.S. citizens serving overseas in Iraq. This limited access is defined as mail not to exceed two pounds per piece incoming or outgoing.

Excess Baggage: Government authorization to carry more baggage than what MILAIR or the commercial airlines typically authorize. The contractor may be charged additional fees by commercial airlines based on their cognizant policies.

<u>Government Furnished Meals (GFM)</u>: Government provided meals at no cost to the contractor (e.g., MREs or meals at the DFACs). If the contractor will be provided GFM from the DFAC, both GFM and DFAC must be checked on the LOA.

Injured: A person whose illness or injury requires medical attention, and may or may not require hospitalization, but will be unable to complete the TDY/deployment (Ref: DoDI 1300.18). SPOT has two injured statuses:

Injured – Injured as a result of hostile actions.

Injured – Injured as a result of non-hostile action.

Local Access Badge: A credential issued to contractors to gain access to a military or government base, camp, or specific facility.

DoD Business Rules for the Synchronized Predeployment and Operational Tracker (SPOT)

MILAIR: Authorization to travel inter and intra-theater on military aircraft. Unless a waiver is in place for contractors, this is a reimbursable expense to the government.

Mil Banking: Approved use of military finance offices to either obtain an Eagle Cash Card, which functions like an ATM debit card, or to cash checks.

<u>Military Clothing</u>: Contractors shall not be issued military clothing or military lookalike uniforms, unless authorized for operational reasons by the Combatant Commander or subordinate Joint Force Commander. This authorization must be in writing and must be maintained in the possession of the contractor at all times (Ref: DoDI 3020.41). This does not include military issued equipment.

Mil Exchange: Military exchange services (i.e., Navy Exchange or NEX, Base Exchange or BX, and Post Exchange or PX) may be authorized for CAAF who are U.S. citizens. CAAF who are not U.S. citizens and non-CAAF are not authorized exchange services (Ref: DoDI 3020.41).

<u>Military Issued Equipment</u>: CCDRs, when necessary, may authorize CAAF and selected Non-CAAF to be issued military individual protective equipment (e.g., CBRN protective ensemble, body armor, ballistic helmet) (Ref: DoDI 3020.41).

<u>Missing</u>: Definition for person status in SPOT; requirement to closeout deployment if missing for over 30 days.

<u>MWR</u>: Morale, welfare, and recreation services will be authorized for CAAF who are U.S. citizens. CAAF who are not U.S. citizens and non-CAAF are not authorized MWR services (Ref: DoDI 3020.41).

Non-CAAF: Personnel who are not designated as CAAF, such as Local National (LN) employees and non-LN employees who are permanent residents in the operational area or TCNs not routinely residing with US forces (and TCN expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine, facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. forces (Ref: DoDI 3020.41).

OPEN Person Status: Is a deployment record that does not have an In-Theater Arrival Date (ITAD) populated.

Primary Care: Primary care includes routine inpatient and outpatient services, non-emergency evacuation, pharmaceutical support, dental services, and other medical support as determined by appropriate medical authorities based on recommendations from the joint force command surgeon and on the existing capabilities of the forward-deployed Military Treatment Facilities (MTF).

Primary medical or dental care normally will not be authorized or provided to CAAF by MTF, unless specifically approved by the CCDR or subordinate Joint Force Commander.

DoD Business Rules for the Synchronized Predeployment and Operational Tracker (SPOT)

Primary Care is not authorized for non-CAAF employees. All medical care received by contractors in the AOR is reimbursable to the Government (Ref: DoDI 3020.41).

POW (**Prisoner of War**): The international legal status of military and certain other personnel captured during and armed conflict between two countries and that status entitles those captured to humanitarian treatment under the Third Geneva Convention, "Geneva Convention Relative to the Treatment of Prisoners of War." The international status of POW is automatic when personnel "have fallen into the power of the enemy."

Requiring Activity: A military or other designated organization that identifies and receives contracted support during military operations.

Transportation (other than MILAIR): Authorization for the use of government-owned or leased vehicles, such as vehicles obtained from a motor pool.

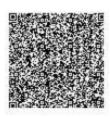
DoD Business Rules for the Synchronized Predeployment and Operational Tracker (SPOT)

Appendix 3: Sample LOA

10000	ETTER OF AU		7,27,63	DATE OF REQUEST 2/15/2018
REQUIRING ACTIVITY	GOVT	AUTHORITY POC	GOVT AUTHORITY POC PHONE	GOVT AUTHORITY POC EMAIL
DoD Special Unit #1	Peter	H Piper	609-123-5678	peter.h.pipen@mail.mil
NAME (Last, First, Middle)	SSN/D	DDID	FIN/UID	DATE OF BIRTH
Doe, John D	XXX-XX	0053		11/11/1981
EMAIL john.d.doe@mail.mil			CITIZENSHIP United States	PASSPORT # / EXPIRATION 987654321 / 11/11/2025
THEATER EMAIL john.d.doe@mail.mil			DEPLOYMENT PERIOD START 2/15/2018	DEPLOYMENT PERIOD END 2/16/2018
COMPANY (full name)/Prime or S 77 Construction Company / Prime	ubcontractor			
COMPANY POC Roe. Jane	202-555-1235	OC TELEPHONE	0	COMPANY POC EMAIL
CONTRACT NUMBER/ TASK ORI PADN02-18-D-0001/None	DER	NI	CONTRACT START/END DATE 2/1/2018 - 1/31/2019	CONTRACT ISSUING AGENCY Dept. of Defense
ASSIGNED KO	ASSIGNED K	TELEPHONE		ASSIGNED KO EMAIL
Kris H Kringle	555-555-5655		100	kris,kning e@mad.md
IN-THEATER CONTACT	CONTACT'S	PHONE		CONTACT'S EMAIL
Public, John	202-555-3456	OVER !	12 1/20/10	johnig public@mail.mil
COUNTRIES TO BE VISITED Afghanistan			CONTRACTO GAAF AUTHORIZED GOV	R STATUS NON-CAAF ERNMENT SERVICES*
PURPOSE Sample LOA for SPOT Business Rules	PE		BILLETING CAC LOCAL ACCESS BADGE CONING FACILITY (DFAC) GOVT FURNISHED MEALS (GFM)	MILITARY ISSUED CLOTHING MILITARY ISSUED EQUIPMENT MWR FACILITIES MILITARY EXCHANGE COMMISSARY MILITARY SANKING EXCESS BAGGAGE
COMPANY BILLING ADDRESS 123 State Street, Trenton, New Jersey - 08601 United States	Y		DIPLOMATIC POST OFFICE (DPO)	MILAIR TRANSPORTATION (other than MILAIR) NONE

The government organization specified above, in its mission support capacity under the contract, authorizes the individual employee identified herein, to proceed to the location(s) listed for the designated deployment period set forth above. Upon completion of the mission, the employee will return to the point of origin.





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2

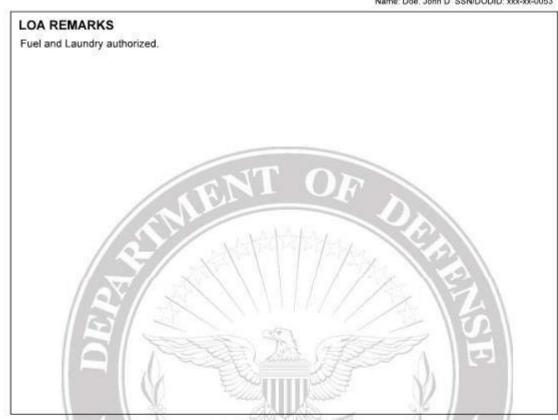
^{*}Authorized Government Services does not necessarily mean that the Government provides these services to contractors on a nonreimbursable basis. For certain categories of authorized services, the contractor may be required to reimburse the government IAW applicable Federal, DOD or COCOM regulations/policies and/or the contract terms and conditions. The indicated Authorized Government Services on this LOA are only applicable for the designated coountries to be visited during the deployment, however, if the services vary between countries, the contracting officer shall specify which services may be authorized in each country. If the country to be visited has a Status of Forces Agreement (SOFA) in place that governs the categories of services to be authorized, then the terms of the SOFA take precedence over the terms of this LOA.

^{**}Combatant Commander (CCDR) authorization is required IAW FAR Clause 52.225-26 in order for a contractor to be authorized to carry a weapon.

^{***}Resuscitative/Emergency Care is the default level of care. Unless specifically negotiated in the contract, ALL medical care is reimbursable to the U.S. Government.

DoD Business Rules for the Synchronized Predeployment and Operational Tracker(SPOT)

Name: Doe, John D. SSN/DODID: xxx-xx-0053



Contracting Officer

test2-web.spot.local Signature 2018.02.15 07:24 56 05:00

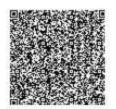
Print Name Signed by the SPOT System on behalf of Peter H Piper

peter.h.piper@mail.mil Email

2/15/2018 Date

609-123-5678 Phone





34 2



DEFENSE CONTRACT MANAGEMENT AGENCY

3901 A. AVENUE, BUILDING 10500 FORT LEE, VIRGINIA 23801-1809

POLICY CHANGE

Contractor's Flight and Ground Operations

DCMA INST 8210.1C. Change 1 APR 0 5 2017

OPI: DCMA-AO

- 1. POLICY. This notice implements DCMA INST 8210.1C, Change 1, Contractor's Flight and Ground Operations.
- 2. PURPOSE. The Change supersedes AR 95 20, NAVAIRINST 3710.1G, AFI 10-220_IP, COMDTINST M13020.3A, DCMA INST 8210.1C, 21 August, 2013, and all previous versions.
- **3. APPLICABILITY.** The Change applies to all new contracts where referenced, or through inclusion of DFARS 252.228-7001, Ground and Flight Risk. Chapter 7 of the Change applies immediately to all Government personnel performing Contract Administration Services (CAS) under FAR Subpart 42.302(a)(56) maintain surveillance of flight operations.
- **4. BACKGROUND.** The Change is in response to recommendations from the Services and Aviation Program Teams, and publication of National Aerospace Standard 3306, Rev 3, Facility Requirements for Aircraft Operations. It has been approved by the Services and the USCG. Service approval letters follow.
- **5. CHANGES.** The Change should be reviewed for red text throughout. Major changes include: new and revised Definitions; instructions for performing CAS on contractor-owned Aircraft performing Public Aircraft Operations (PAO); added ground operations procedures (GOPs) areas; new requirements for Risk Management (RM) programs; aligns Aircraft Rescue and Fire Fighting (ARFF) and Aircraft Facility Fire Response requirements to NAS 3306, Rev 3.
- 6. RELEASABILITY UNLIMITED. This Change is approved for public release.
- 7. EFFECTIVE DATE. By order of the Director, DCMA, DCMA-INST 8210.1C, Change 1 is effective immediately and shall remain in effect until rescinded, or superseded, whichever is sooner.

(b) (6)
Wendy M. Masiello, Lt Gen, USAF
Director



DEPARTMENT OF THE ARMY

OFFICE OF THE DEPUTY CHIEF OF STAFF, G-4 500 ARMY PENTAGON WASHINGTON, DC 20310-0500

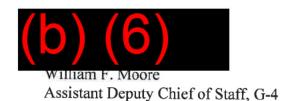
POLICY CHANGE

Contractor's Flight and Ground Operations

AR 95-20, Change 1

DALO-ZA

- 1. POLICY. This notice implements AR 95-20, Change 1, Contractor's Flight and Ground Operations.
- 2. PURPOSE. The Change supersedes AR 95-20, NAVAIRINST 3710.1G, AFI 10-2201P, COMDTINST M13020.3A, DCMA 1INST 8210.1C, 21 March, 2007, and all previous versions.
- **3. APPLICABILITY.** The Change applies to all new contracts where referenced, or through inclusion of DFARS 252.228-7001, Ground and Flight Risk. Chapter 7 of the Change applies immediately to all Government personnel performing Contract Administration Services (CAS) under FAR Subpart 42.302(a)(56) maintain surveillance of flight operations.
- **4. BACKGROUND.** The Change is in response to recommendations from the Services and Aviation Program Teams, and publication of National Aerospace Standard 3306, Rev 3, Facility Requirements for Aircraft Operations. It has been approved by the Services and the USCG. Approval letters on file with DALO-ZA.
- **5. CHANGES.** The Change should be reviewed for red text throughout. Major changes include: new and revised Definitions; instructions for performing CAS on contractor-owned Aircraft performing Public Aircraft Operations (PAO); added ground operations procedures (GOPs) areas; new requirements for Risk Management (RM) programs; clarifies secondary delegation of contract administration for non-Contract Administration Service Components (EASC)s; aligns Aircraft Rescue and Fire Fighting (ARFF) and Aircraft Facility Fire Response requirements to NAS 3306, Rev 3.
- 6. RELEASABILITY UNLIMITED. This Change is approved for public release.
- **7. EFFECTIVE DATE.** By order of the Deputy Chief of Staff, G-4, AR 95-20, Change 1 is effective immediately and shall remain in effect until rescinded, or superseded, whichever is sooner.





DEPARTMENT OF THE NAVY

NAVAL AIR SYSTEMS COMMAND RADM WILLIAM A. MOFFETT BUILDING 47123 BUSE ROAD, BLDG 2272 PATUXENT RIVER, MARYLAND, 20670-1547

POLICY CHANGE

Contractor's Flight and Ground Operations

NAVAIRINST 3710.1G, Change 1

OPI: DCMA-AO

MAY 2 7 2016

- 1. **POLICY.** This notice implements NAVAIRINST 3710.1G, Change 1, Contractor's Flight and Ground Operations.
- 2. PURPOSE. The Change supersedes AR 95 20, NAVAIRINST 3710.1G, AFI 10-220_IP, COMDTINST M13020.3A, DCMA INST 8210.1C, 21 March, 2007, and all previous versions.
- 3. APPLICABILITY. The Change applies to all new contracts where referenced, or through inclusion of DFARS 252.228-7001, Ground and Flight Risk. Chapter 7 of the Change applies immediately to all Government personnel performing Contract Administration Services (CAS) under FAR Subpart 42.302(a)(56) maintain surveillance of flight operations.
- **4. BACKGROUND.** The Change is in response to recommendations from the Services and Aviation Program Teams, and publication of National Aerospace Standard 3306, Rev 3, Facility Requirements for Aircraft Operations. It has been approved by the Services and the USCG. Approval letters on file with OPI.
- 5. CHANGES. The Change should be reviewed for red text throughout. Major changes include: new and revised Definitions; instructions for performing CAS on contractor-owned Aircraft performing Public Aircraft Operations (PAO); added ground operations procedures (GOPs) areas; new requirements for Risk Management (RM) programs; clarifies secondary delegation of contract administration for non-Contract Administration Service Components (CASC)s; aligns Aircraft Rescue and Fire Fighting (ARFF) and Aircraft Facility Fire Response requirements to NAS 3306, Rev 3.
- **6. RELEASABILITY UNLIMITED.** This Change is approved for public release.
- 7. **EFFECTIVE DATE.** By order of the Naval Air Systems Command, Commander NAVAIRINST 3710.1G, Change 1 is effective immediately and shall remain in effect until rescinded, or superseded, whichever is soo

P. A. GROSKLAGS / Vice Admiral, U.S. Navy



DEPARTMENT OF THE AIR FORCE HEADQUARTERS UNITED STATES AIR FORCE WASHINGTON DC

POLICY CHANGE

Contractor's Flight and Ground Operations

DCMA INST 8210.1C, Change 1

OPR: AFMC/A3V

- 1. POLICY. This notice implements DCMA INST 8210.1C, Change 1, Contractor's Flight and Ground Operations.
- **2. PURPOSE.** The Change supersedes AFI 10-220_IP, DCMA INST 8210.1C, dated 21 August 2013, and all previous versions.
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- **5. CHANGES.** The Change should be reviewed for red text throughout. Major changes include: new and revised Definitions; instructions for performing CAS on contractor-owned Aircraft performing Public Aircraft Operations (PAO); added ground operations procedures (GOPs) areas; new requirements for Risk Management (RM) programs; aligns Aircraft Rescue and Fire Fighting (ARFF) and Aircraft Facility Fire Response requirements to NAS 3306, Rev 3.
- 6. RELEASABILITY UNLIMITED. This Change is approved for public release.
- 7. **EFFECTIVE DATE.** By order of the Deputy Chief of Staff, Operations, AFI 10-220_IP; DCMA-INST 8210.1C, Change 1 is effective immediately and shall remain in effect until rescinded, or superseded, whichever is sooner.

(b) (6)

SCOTT A. VANDER HAMM, Maj Gen, USAF Assistant Deputy Chief of Staff, Operations



Commanding Officer United States Coast Guard Aviation Logistics Center 1664 Weeksville Road Elizabeth City, NC, 27909-5001 Staff Symbol: seho Phone: (252) 334-5478 Email: michael.j.rasch@uscg.mil

COMDTCHANGE NOTE 13020 20 AUG 2016

COMMANDANT CHANGE NOTICE 13020

Subj: CH-1 TO CONTRACTOR'S FLIGHT AND GROUND OPERATIONS, COMDTINST M13020.3A

- 1. <u>PURPOSE</u>. This Commandant Change Notice publishes a change to CONTRACTOR'S FLIGHT AND GROUND OPERATIONS, COMDTINST M13020.3A.
- 2. <u>ACTION</u>. All Coast Guard unit commanders, commanding officers, officers-in-charge, deputy/assistant commandants, and chiefs of headquarters staff elements shall comply with the provisions of this Manual. Internet release is authorized.
- 3. <u>DIRECTIVES AFFECTED</u>. With the addition of this Commandant Change Notice, CONTRACTOR'S FLIGHT AND GROUND OPERATIONS, COMDTINST M13020.3A, is updated.
- 4. <u>DISCLAIMER</u>. This guidance is not a substitute for applicable legal requirements, nor is it itself a rule. It is intended to provide operational guidance for Coast Guard personnel and is not intended to nor does it impose legally-binding requirements on any party outside the Coast Guard.
- 5. MAJOR CHANGES. The Change should be reviewed for red text throughout. Major changes include: new and revised Definitions; instructions for performing CAS on contractor-owned Aircraft performing Public Aircraft Operations (PAO); added ground operations procedures (GOPs) areas; new requirements for Risk Management (RM) programs; aligns Aircraft Rescue and Fire Fighting (ARFF) and Aircraft Facility Fire Response requirements to NAS 3306, Rev 3.

6. ENVIRONMENTAL ASPECT AND IMPACT CONSIDERATIONS.

- a. The development of this Commandant Change Notice and the general policies contained within it have been thoroughly reviewed by the originating office in conjunction with the Office of Environmental Management, and are categorically excluded (CE) under current USCG CE # 33 from further environmental analysis, in accordance with Section 2.B.2. and Figure 2-1 of the National Environmental Policy Act Implementing Procedures and Policy for Considering Environmental Impacts, COMDTINST M16475.1 (series). Because this Commandant Change Notice contains guidance on, and provisions for, compliance with applicable environmental mandates, Coast Guard categorical exclusion #33 is appropriate.
- b. This directive will not have any of the following: significant cumulative impacts on the human environment; substantial controversy or substantial change to existing environmental conditions; or inconsistencies with any Federal, State, or local laws or administrative

determinations relating to the environment. All future specific actions resulting from the general policies in this Commandant Change Notice must be individually evaluated for compliance with the National Environmental Policy Act (NEPA), DHS and Coast Guard NEPA policy, and compliance with all other environmental mandates. Due to the administrative and procedural nature of this Commandant Change Notice, and the environmental guidance provided within it for compliance with all applicable environmental laws prior to promulgating any directive, all applicable environmental considerations are addressed appropriately in this Commandant Change Notice.

- 7. <u>DISTRUBUTION</u>. No paper distribution will be made of this Commandant Change Notice. An electronic version will be located on the following Commandant (CG-612) web sites. Internet: http://www.uscg.mil/directives/, and CGPortal: https://cgportal2.uscg.mil/library/directives/sitepages/home.aspx.
- PROCEDURE. If maintain a paper library, due to the many changes, remove and replace all pages of CONTRACTOR'S FLIGHT AND GROUND OPERATIONS, COMDTINST M13020.3A.
- 9. <u>RECORDS MANAGEMENT CONSIDERATIONS</u>. This Commandant Change Notice has been evaluated for potential records management impacts. The development of this Commandant Change Notice has been thoroughly reviewed during the directives clearance process, and it has been determined there are no further records scheduling requirements, in accordance with Federal Records Act, 44 U.S.C. 3101 et seq., National Archives and Records Administration (NARA) requirements, and the Information and Life Cycle Management Manual, COMDTINST M5212.12 (series). This policy does not have any significant or substantial change to existing records management requirements.
- 10. <u>APPLICABILITY</u>. The Change applies to all new contracts where referenced, or through inclusion of DFARS 252.228-7001, Ground and Flight Risk. Chapter 7 of the Change applies immediately to all Government personnel performing Contract Administration Services (CAS) under FAR Subpart 42.302(a)(56) maintain surveillance of flight operations.
- 11. <u>BACKGROUND.</u> The Change is in response to recommendations from the Services and Aviation Program Teams, and publication of National Aerospace Standard 3306, Rev 3, Facility Requirements for Aircraft Operations. It has been approved by the Services and the USCG. Approval letters on file with OPI.
- 12. FORMS/REPORTS. None.
- 13. <u>REQUEST FOR CHANGES</u>. Units and individuals may recommend changes by emailing via the chain of command to: ALCSEHO@USCG.MIL.



Captain, U.S. Coast Guard Commanding Officer, Aviation Logistics Center

DCMA INST 8210.1C (Change 1)
AFI 10-220_IP
AR 95-20
NAVAIRINST 3710.1G
COMDTINST M13020.3A
DCMA-AO
21 August 2013

CONTRACTOR'S FLIGHT AND GROUND OPERATIONS

PURPOSE. This Instruction supersedes DCMA INST 8210.1/AFI 10-220_IP/ AR 95-20/NAVAIRINST 3710.1F, COMDTINST M13020.3, 1 March, 2007, and all previous versions. It establishes requirements for flight and ground operations involving all contracted work performed on aircraft where this Instruction is incorporated as a contract requirement, as well as procedures to be followed by Government Flight Representatives (GFRs). Chapter 7 establishes policy and procedures to be followed by GFRs and does not establish any additional contractor requirements. This Instruction describes the content of the contractor's aircraft flight and ground operations procedures (hereafter identified as Procedures) and approval for these Procedures. It provides for the delegation of authority for such approvals, regardless of Service affiliation.

APPLICABILITY AND SCOPE. This Instruction applies to contractor personnel whose duties include the operation, production, modification, development, or maintenance of any aircraft (with or without a wing or engine attached), including Government, Foreign Military Sales (FMS), pre-accepted, non-Government aircraft on contract to perform Public Aircraft Operations (PAO) and other aircraft, whether or not the Government has a vested interest in ownership, under any contract which incorporates by reference or includes this Instruction, and to all GFRs appointed pursuant to those contracts. This instruction has been coordinated with and concurred by the Military Services (hereafter referred to as the Services). References in this instruction to FAA certifications or requirements may be substituted with applicable host nation equivalent certifications or procedures. Recommendations for new policies or procedures should be submitted through channels to HQ Defense Contract Management Agency (DCMA), ATTN: DCMA-AO (the Office of Primary Interest (OPI) for this combined military Regulation/Instruction) for review. The lead ACOM/Command/MAJCOM for contractor operations and all Service GFRs is:

Army AMC

Navy/USMC NAVAIRSYSCOM

USAF AFMC

PRIVACY ACT. The Privacy Act of 1974 affects this Instruction. This document requires the collection and or maintenance of information protected by the Privacy Act of 1974. The authority to collect and maintain the records prescribed in this instruction are in Title 10, United States Code (U.S.C.), Section 8013 and Title 37 U.S.C. 301a.

CHANGES. Changes shall be coordinated with all Services and DCMA prior to incorporation into this Instruction. For specific guidance from each DoD Component, contact the following:

HQ DCMA: DCMA-AO (804) 279-6322

8000 JEFFERSON DAVIS HWY, BUILDING 4A

RICHMOND VA 23297-8000

ARMY: COMMANDER (256) 450-7021

U. S. ARMY MATERIEL COMMAND ATTN: AMCOL-CA, 4400 MARTIN ROAD REDSTONE ARSENAL AL 35898-5000

NAVY: COMMANDER (301) 342-7233

NAVAL AIR SYSTEMS COMMAND (AIR-09F)

22541 MILLSTONE ROAD, UNIT 10 PATUXENT RIVER MD 20670-1601

AIR FORCE: HQ AFMC/A3V (850) 882-7890

508 W CHOCTAWHATCHEE EGLIN AFB FL 32542-5713

COAST GUARD: COMMANDING OFFICER (252) 335-6191

AVIATION LOGISTICS CENTER

US COAST GUARD

1664 WEEKSVILLE RD BLDG 63 ELIZABETH CITY NC 27909-6725

GFR RESPONSIBILITIES. GFRs perform the contract administration services (CAS) function – <u>FAR subpart 42.302</u>(a)(56) *maintain surveillance of flight operations*. GFRs are responsible for ensuring contractors establish and follow written Procedures IAW this Instruction. GFRs are bound by this Instruction for all contractor aircrew and flight approvals whenever this Instruction appears on contract. Further GFR responsibilities are described in Chapter 7.

COMMANDER RESPONSIBILITIES. Commanders having the administrative responsibility for any contract or other legal agreement (e.g., Cooperative Research and Development Agreements (CRADAs), special Other Transactions Authority (OTA), or Grants) containing this Instruction shall ensure a trained GFR is appointed to perform the <u>FAR subpart 42.302</u>(a)(56) CAS responsibilities.

CONTRACTOR RESPONSIBILITIES. Contractors are responsible for establishing and enforcing safe and effective written Procedures IAW this Instruction. Prime contractors shall ensure their subcontractors comply with the provisions of this Instruction.

INFORMATION REQUIREMENTS. The following forms are referenced and/or required in this instruction.

DD Form 250, Material Inspection and Receiving Report

DCMA Form 644, Request for Flight Approval

DD Form 1716, Contract Data Package Recommendation/Deficiency Report

DD Form 1821, Contractor Crewmember Record

DD Form 2627, (DRAFT) Request for Government Approval For Aircrew Qualifications and Training

DD Form 2628, (DRAFT) Request for Approval of Contractor Crewmember

Wide Area Workflow Receiving Report (WAWF RR)

Attachments

<u>ATT 1</u>	Glossary of <i>Acronyms</i>
ATT 2	DCMA Form 644, Request for Flight Approval
ATT 3	DD Form 2627, (DRAFT) Request for Government Approval For Aircrew
	Qualifications and Training
ATT 4	DD Form 1821, Contractor Crewmember Record
ATT 5	DD Form 2628, (DRAFT)Request for Approval of Contractor Flight
	Crewmember
ATT 6	GFR/GGFR Appointment Letter Sample Format
ATT 6.1	Applications for GFR/GGFR Appointments
ATT 7	Sample Supporting Contract Administration Delegation Format
<u>ATT 7.1</u>	Sample GFR/GGFR Cross Organizational LOA
<u>8 TTA</u>	Sample Survey Report Format
<u>ATT 9</u>	Sample Facility Data Sheet Format
<u>ATT 10</u>	Required Procedures Outline
<u>ATT 11</u>	Procedures Review Guide
<u>ATT 12</u>	Ground Operations Training Matrix
<u>ATT 13</u>	Corrective Action Requests
ATT 14	Certificate of Compliance (Requirement rescinded)
<u>ATT 15</u>	U.S. Armed Forces PAO Decision Tool
<u>ATT 16</u>	Procedures Matrix for Contractor-owned Aircraft PAO Contracts
<u>ATT 17</u>	DoD Accident Classification and CSSO List
<u>ATT 18</u>	Index
<u>ATT 19</u>	Resource Page

BY ORDER OF THE DIRECTOR, DEFENSE CONTRACT MANAGEMENT AGENCY, COMMANDANT, US COAST GUARD, AND THE SECRETARIES OF THE ARMY, THE AIR FORCE, AND THE NAVY

/s/ 5 June 2012
D. ARCHITZEL
Vice Admiral, U.S. Navy

Commander

/s/ 28 February 2013

RAYMOND T. ODIERNO General, United States Army Chief of Staff

Official:

JOYCE E. MORROW Administrative Assistant to the Secretary of the Army

/s/ 18 July 2013

BURTON M. FIELD, Lt Gen, USAFDCS, Operations, Plans & Requirements

/s/ 22 May 2013

RONALD J. RÁBAGO Rear Admiral, United States Coast Guard Assistant Commandant for Engineering and Logistics

/s/ 21 August 2013

CHARLIE E. WILLIAMS, JR. DCMA Director

COORDINATION: DCMA (DCMA-AO), Army (HQ AMC: AMCOL-CA), Navy (AIR-09F), Air Force (HQ AFMC/A3V), Coast Guard (ALC)

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Chapter 1

DEFINITIONS

- 1. Definitions as they apply to this Instruction.
- 1.1. Aircraft. For the purposes of this Instruction, unless otherwise provided in the contract, means:
- 1.1.1. Aircraft to be delivered to the Government under contract (either before or after Government acceptance), including complete aircraft and aircraft in the process of being manufactured, disassembled, or reassembled; provided that an engine, portion of a wing, or a wing is attached to a fuselage of the aircraft;
- 1.1.2. Aircraft, whether in a state of disassembly or reassembly, furnished by the Government to the Contractor under contract, including all Government property installed, in the process of installation, or temporarily removed; provided that the aircraft and property are not covered by a separate bailment agreement;
- 1.1.3. Aircraft furnished by the Contractor to perform a service under contract; or
- 1.1.4. Conventional winged aircraft, as well as helicopters, vertical take-off or landing aircraft, lighter-than air airships, unmanned aerial vehicles, or other nonconventional aircraft specified in contract.
- 1.2. Aircraft Acceptance.
- 1.2.1. Accepted Aircraft. Any aircraft which has been formally transferred to the Government.
- 1.2.2. Pre-Accepted Aircraft (New Production). Any aircraft for which the government has an equitable or vested interest, but has not been formally transferred to the Government.
- 1.2.3. Pre-Accepted Aircraft (Post Production). Aircraft already in the DoD inventory that are under a new contract (e.g., Maintenance, Modification, Repair, and Overhaul, (MMRO)) where the final <u>DD Form 250</u> or WAWF RR has not been completed).
- 1.2.4. Acceptance Documents. Acceptance may be accomplished via the DD Form 250, Material Inspection and Receiving Report, or the Wide Area Workflow Receiving Report (WAWF RR). The DD Form 250 and WAWF RR is a multipurpose report used: (1) to provide evidence of Government contract quality assurance at origin or destination; (2) to provide evidence of acceptance at origin or destination; (3) for packing lists; (4) for receiving; (5) for shipping; (6) as a contractor invoice; and (7) as commercial invoice support. The primary acceptance document is the WAWF RR, which is now required by most DoD contracts.
- 1.3. Aircraft Identification Conventions.
- 1.3.1. Aircraft Basic Mission (Class/Type). Identifies the primary function and capability of an aerospace vehicle (e.g., Attack, Fighter, Helicopter, Patrol, Transport, Trainer). Aircraft Basic Mission is represented by a letter of the alphabet (e.g., Fighter (<u>F</u>-16); Transport (<u>C</u>-135); Trainer (<u>T</u>-38); Bomber (<u>B</u>-1)).

- 1.3.2. Modified Mission. Identifies modifications to the Basic Mission of an aircraft. The modified mission identification appears to the left of the Basic Mission symbol (e.g., UAS/SUAS (MQ-1B); tanker (KC-135R); cargo (CH-47D), anti-submarine (SH-60B).
- 1.3.3. Aircraft Design (Model). Identifies major changes within the same Basic Mission. Design numbers appear to the right of the Basic Mission symbol, separated by a dash (e.g., F-16; H-60; C-17).
- 1.3.4. Aircraft Series. Identifies the production model of a particular design number representing major modifications significantly altering systems components. Consecutive series symbols appear to the immediate right of the design number (e.g., the F-16A and F-16C, the KC-135A and KC-135R, the AH-64A and AH-64D).
- 1.4. Aircraft Operations. Operations as described in FAR subpart 42.302(a)(56), includes flight and ground aircraft operations.
- 1.4.1. Aircraft Operations (as defined by U.S. Code). In the U.S. National Airspace System (NAS), aircraft operations are divided into two categories, Civil Aircraft Operations and Public Aircraft Operations (PAO).
- 1.4.1.1. Civil Aircraft Operations. Anything other than those determined to be Public Aircraft Operations.
- 1.4.1.2. Public Aircraft Operations. In general, the Government considers an aircraft operation "Public" when the aircraft is owned by the Government, or is used by the Government and operates outside of the purview of its FAA airworthiness certificate (e.g., configuration, operational use, flight rules, or maintenance). Aircraft operations in the National Airspace System (NAS) normally require compliance with CFR Part 91. Note: The Services make PAO determinations on a case by case basis. The contracting officer shall provide the contractor a "Declaration of Public Aircraft Operations" Letter. Refer to US Armed Forces PAO Decision Tool (Attachment 15), and the FAA PAO Circular 00-1.1(Series).
- 1.4.2. International Definitions of Aircraft. Under the Chicago Convention, there are two categories of aircraft. State aircraft include those used in military, police and customs services. Civil aircraft are simply any aircraft that are not State aircraft. The Chicago convention and international law consider certain aircraft used in military, customs and police services, but not formally declared State aircraft, to be "deemed State aircraft". This definition does not include civil aircraft but may include certain contracted air services. Note: There is no difference in the definition whether the aircraft is a manned aircraft or an unmanned aircraft system (UAS).
- 1.5. Aircraft Operations (Contracted). Contracts that support government operations can involve variations that describe the roles of the contractors and the government. Contractor operations in support of acquisition programs often are Government Owned Contractor Operated (GOCO) operations. This describes the relationship of the contractor operating aircraft owned by the government (to include Pre-accepted aircraft that are contractor held). GOCO also applies to contracted aircrews supporting military operations in government aircraft to include test, transportation and training. Contractor-owned Contractor Operated (COCO) implies that the contractor is supporting a government requirement with their own aircrews and aircraft. Contractor-owned

Government Operated (COGO) implies that the contractor is supporting a government requirement with their own aircraft manned by Government aircrews. COGO operations are always PAO. COCO operations can be Civil or PAO depending on the various factors that distinguish the two and as a result, the regulations and responsible authorities for these operations can shift from flight to flight depending on the operation.

- 1.6. Aircraft Rescue and Fire Fighting (ARFF). The fire fighting action taken to prevent, control, or extinguish fire involving, or adjacent to, an aircraft. The purpose of ARFF is to suppress the fire long enough to rescue any incapacitated crewmembers and non-crewmembers, maintain maximum escape routes for ambulatory aircraft occupants, protect fire fighting personnel, and minimize the damage to the aircraft.
- 1.7. Airworthiness. The ability of an aircraft to safely attain, sustain, and terminate flight within an approved operating envelope. Airworthiness is normally defined as having two components; initial airworthiness and continuing airworthiness. Initial airworthiness relates to the aircraft's initial engineering design and certification. Continuing airworthiness relates to operating the aircraft in an approved configuration, in accordance with established maintenance, training, and operational limits, and within approved safety standards.
- 1.8. Approving Authority. The commander or designee of one of the following organizations having the administrative responsibility for a particular contract. (Note: GFRs receive their appointment letters from their Approving Authority. See Chapter 7, Paragraph 7.4, and Attachment 6.1, Applications for GFR/GGR Appointments, for additional guidance.)
- 1.8.1. Army Heads of Contracting Activity (HCAs) or Principal Assistant Responsible for Contracting (PARC). The authority may be delegated within the contracting activity no lower than the Procuring Contracting Officer (PCO). No delegations are authorized external to the contracting activity.
- 1.8.2. Navy Commander, Naval Air Systems Command (COMNAVAIRSYSCOM). Delegated to other Controlling Custodian Commanders who administer FAR subpart 42.302 responsibilities for organizational level support and training contracts.
- 1.8.3. Air Force *Head of Contracting Activity* (HCA).
- 1.8.4. US Coast Guard Commanding Officer, USCG ALC.
- 1.8.5. DCMA Director, DCMA; Operations Directorate, Chief Operating Officer (COO); Director, DCMA International (DCMAI); Director, DCMA Special Programs (DCMAS); DCMA Region Commanders/Directors; Commanders, Defense Contract Management Agency Contract Management Offices (CMOs); (May not be redelegated).
- 1.8.6. Non DoD/Other Commander of the Procuring Activity
- 1.9. Army Nonstandard Aircraft. Army aircraft not classified standard or aircraft obtained from other DoD activities or commercial sources.
- 1.10. Aviation Program Team (APT). The Aviation Program Team (APT) is responsible for performing the FAR subpart <u>42.302(a)(56)</u> CAS mission. APTs consist of the Government Flight Representative (GFR) and alternates, Government Ground

Representatives (GGRs), Contract Safety Specialist/Contract Safety Manager (CSS/CSM), and where appropriate, the Quality Assurance Representative / Specialist (QAR/QAS). The GFR leads the APT. Where no GFR is assigned, the APT consists of the GGFR, GGR (if assigned), CSS/CSM, and where appropriate, the QAR.

- 1.11. Aviation Safety Official (ASO). The contractor individual assigned primary responsibility for developing and administering the contractor's aviation safety program.
- 1.12. Bailed Aircraft. Any Government-owned aircraft provided to a contractor under a Bailment Agreement for use in conjunction with a specific contractual requirement. Aircraft are usually bailed to a contractor to perform Government contract work. Aircraft are usually leased to a contractor for the contractor's use.
- 1.13. Certificate. Includes documents reflecting successful completion of FAA certification, FAA/Military flight physicals, and training to include: physiological, altitude chamber, centrifuge, qualification, life support, egress, survival, CRM, and other training required by <u>Service Guidance</u>.
- 1.14. Certified. Endorsed authoritatively as having met certain requirements; possesses the appropriate documentation (e.g., Letter of Designation (LoD), *training record entry indicating appropriate* certification in the case of NDT, welding, etc.).
- 1.15. Check Flights. Flights to determine compliance with contractual requirements, such as Acceptance Check Flights (ACFs) and Functional Check Flights (FCFs), which include:
- 1.15.1. Any flight performed to accept or functionally check new aircraft production.
- 1.15.2. Any flight performed to accept or functionally check accomplishment of depot maintenance, contract maintenance, or modification.
- 1.15.3. Any flight performed to determine whether an aircraft or its various components are functioning according to predetermined specifications when subjected to the flight environment.
- 1.16. Certificate of Waiver or Authorization (COA). Certificate issued by the Federal Aviation Administration (FAA) authorizing UAS/SUAS operations in the National Airspace per specifically stated requirements, restrictions, and limitations.
- 1.17. Cognizant Service Safety Office (CSSO). The CSSO is the Service safety office that has primary responsibility for mishap investigation and reporting on a specific aircraft and contract (Example: Tinker AFB Flight Safety is the CSSO for all KC-135 aircraft while those aircraft are Air Force Materiel Command assets under contract for major modification or PDM.).
- 1.18. Component. The Service of the Approving Authority as defined above.
- 1.19. Composite Tool Kits (CTKs). CTKs are tool boxes, tool kits, tool cabinets, tool shelves, equipment kits, etc. (mobile or stationary).
- 1.20. Contract Administration Services (CAS). Those actions accomplished by the Government including quality assurance (QA), safety, flight operations, and others listed in <u>Federal Acquisition Regulation (FAR) 42.302</u>, <u>Contract Administration Functions</u>.

- 1.21. Contract Administration Services Component (CASC). A Contract Management Office (CMO) of Defense Contract Management Agency (DCMA) or a Service which performs CAS in a designated geographical area or a specific contractor's facility as listed in the *Federal Directory of Contract Administration Services (CAS) Components*.
- 1.22. Contract Flight. Any flight under contract regardless of crewmember organization.
- 1.23. Contract Management Office (CMO). The DCMA office which performs assigned functions related to the administration of contracts and preaward functions. The focal point is the Administrative Contracting Officer (ACO).
- 1.24. Contracting Officer (CO/KO).
- 1.24.1. Administrative Contracting Officer (ACO). Individual possessing a contracting warrant who has been delegated authority to perform transactions on behalf of the Government in support of assigned contracts pursuant to <u>FAR subpart 42.302</u>.
- 1.24.2. Procuring Contracting Officer (PCO). The only individual authorized to issue a solicitation and award a contract. The PCO is warranted and appointed by the Head of the Contracting Agency. In most instances, the term "contracting officer" refers to the PCO.
- 1.25. Contractor. Any individual, corporation, or other entity whose personnel may operate aircraft; or perform aircraft maintenance, modification or production.
- 1.26. Contractor's Requesting Official (CRO). The individual appointed by the contractor and authorized to sign a "Request for Approval for Qualification Training," "Request for Approval of Contractor Crewmember," and "Request for Flight Approval." Prime contractors may appoint a subcontractor individual as CRO.
- 1.27. Control. To reduce or prevent the unintentional spread of, to verify, or regulate, as in FOD and Tool Control programs.
- 1.28. Crewmember. Any instructor/flight examiner, pilot, copilot, unmanned aircraft (UA) operator, flight engineer, navigator, weapons system operator, bombardier navigator, combat systems operator (CSO), radar intercept operator, boom operator, crew chief, loadmaster, defensive/offensive system operator, and other flight manual or applicable document handbook identified crewmember when assigned to their respective crew positions to conduct any flight under the contract. NOTE: Only the aircraft operators are considered crewmembers for UA operations.
- 1.29. DD Form 250. See paragraph 1.2.4.
- 1.30. Engineering Test Flights.
- 1.30.1. Subsystem development flights (e.g., bombing/navigation, autopilot, fire control, systems).
- 1.30.2. Flights where the aircraft serves as the vehicle carrying the item to be checked (e.g., electronic countermeasure stores, a radar system, a missile).
- 1.30.3. Component development and reliability flights not included under Paragraph 1.30.2. (above).

- 1.31. Experimental Test Flights. Flights that are conducted to determine or demonstrate critical operating characteristics of an aircraft. These flights often involve greater than normal risk. These include, but are not limited to:
- 1.31.1. Initial flights of a new mission, type/design or series aircraft, high angle of attack tests, flutter and loads tests, and critical stores separation tests.
- 1.31.2. Flights to determine or expand flight or propulsion system envelopes.
- 1.31.3. Flights to initially determine the performance, flight characteristics, and handling qualities.
- 1.31.4. Flights of an aircraft whose flight characteristics may have been altered by configuration changes.
- 1.31.5. Initial flights of the first production aircraft of a new mission, type/design, or series.
- 1.31.6. Initial flights of the first of those aircraft which have undergone "major modification" as determined by the Program Manager.
- 1.31.7. Component development flights where failure of the test component would make the flight hazardous in nature and/or involve greater than normal risk as determined by the Program Manager, with advice from the contractor and GFR.
- 1.32. FAR and DFARS References. The Federal Acquisition Regulation (FAR) and Defense FAR Supplement (DFARS) are composed of policy guidance for contracting officers, and clauses for use in contracts. The DFARS, issued by the Office of Deputy Assistant Secretary of Defense (Procurement), provides DoD implementation guidance and policies and procedures unique to DoD. Policy guidance includes instructions to contracting officers on Government policy and when to use the contract clauses contained in Part 52 of the FAR and Part 252 of the DFARS. Contract clauses set forth agreements between the Government and the contractor. NOTE: Non-DoD contracts may follow internal contracting processes or specific contract wording to accomplish the intent of FAR and DFARS clauses. Some of the pertinent clauses that relate to aircraft contracts follow:
- 1.32.1. <u>FAR Subpart 42.202</u>, <u>Assignment of Contract Administration</u>. Describes how contract administration functions are assigned, redelegated, rescinded or refused.
- 1.32.2. <u>FAR Subpart 42.302</u>, <u>Contract Administration Functions</u>. Lists the normal CAS functions assigned by the contracting officer and performed by a contract administration office (CAO). FAR Subpart 42.302 (a)(56) is the CAS function that this Instruction describes.
- 1.32.3. DFARS Part 228.3, *Insurance*, <u>Subpart 228.370</u>, *Additional clauses*. Requires inclusion of the <u>GFRC</u> in DoD aircraft contracts.
- 1.32.4. <u>DFARS Subpart 242.2, Contract Administration Services.</u> Describes responsibilities for the normal assignment of contract administration services at contractor facilities, and for base, post, camp and station contracts.
- 1.32.5. <u>DFARS 252.228-7001</u>, *Ground and Flight Risk* (GFRC). Used to indemnify contractors of liability under Government aircraft contracts. Requires contractors to

- comply with the operating procedures contained in the combined Instruction entitled 'Contractor's Flight and Ground Operations' in effect on the date of contract award. The requirement to follow the Combined Instruction is a contractual requirement and applies independently of the Government's assumption of risk via the <u>GFRC</u>. This requirement is applicable even when Government withdraws coverage under the <u>GFRC</u>.
- 1.32.6. DFARS 252.228-7002, *Aircraft Flight Risk* (AFRC). Superseded. May be in use for contracts signed before 8 June, 2010. Used to indemnify contractors of liability under Government aircraft contracts. Normally used for cost-plus contracts. Requires contractors to comply with the operating procedures contained in the combined Instruction entitled 'Contractor's Flight and Ground Operations' in effect on the date of contract award.
- 1.32.7. <u>DFARS 252.228-7005</u>, <u>Accident Reporting and Investigation Involving Aircraft</u>, <u>Missiles</u>, <u>and Space Launch Vehicles</u>. Requires contractors to notify and cooperate with the Government when contract aircraft are damaged.
- 1.33. Flight Crews. Includes crewmembers and non-crewmembers.
- 1.34. Flight Operations. Those aircraft operations where intent for flight exists. This instruction uses the term "flight" as defined in the <u>GFRC</u>. High speed taxi and helicopter/tiltrotor hover taxi are also considered flight operations activities.
- 1.35. Foreign Military Sales. Foreign Military Sales (FMS) refers to that portion of US Security Assistance authorized by the Arms Export Control Act (AECA)(22 USC § 2751 et seq.), and conducted on the basis of formal contracts or agreements between the United States Government and an authorized recipient government or international organization. FMS includes government-to-government sales of defense articles or defense services, from DoD stocks or through new procurements under DoD-managed contracts, regardless of the source of financing. Simply stated, FMS cases occur when the U.S. Government brokers with a contractor to build aircraft, and the U.S. Government sells it to a foreign country. When operated by Service personnel, or contractors on behalf of a Service, the aircraft operations under a FMS case in U.S. National Airspace, the operations are PAO, and come with responsibilities for airworthiness.
- 1.36. FOD. Foreign Object Damage/Foreign Object Debris.
- 1.36.1. Foreign Object Damage (FOD). Any damage attributed to a foreign object that may be expressed in physical or economic terms, which may or may not degrade the product's required safety and/or performance characteristics. FOD prevention programs are also known as Foreign Object Elimination (FOE) programs.
- 1.36.2. Foreign Object Debris (FOD). A substance, debris or article alien to an aircraft or system which would potentially cause damage.
- 1.37. Government Flight Representative (GFR). (See Chapter 7, for the GFR selection and assignment process.) GFRs (as defined below) are:
- 1.37.1. GFR (Aircraft Flight and Ground Operations). A rated U.S. Military officer, or Government civilian in an aviation position, to whom the Approving Authority has delegated responsibility for approval of contractor flights, Procedures, crewmembers,

- and ensuring contractor compliance with applicable provisions of this Instruction (see <u>Attachment 6</u>, *GFR/GGFR Appointment Letter Sample Format*, for sample appointment letter).
- 1.37.2. Alternate GFR. A rated U.S. Military officer, or Government civilian in an aviation position, to whom the Approving Authority has delegated responsibility to perform GFR duties in the absence of the primary GFR (as defined in Paragraph 1.37.1 above).
- 1.37.3. Ground GFR (GGFR). A U.S. Military aircraft maintenance officer or NCO (E-7 or above), or Government civilian equivalent, to whom the Approving Authority has delegated responsibility for approval of Procedures related to aircraft ground operations and ensuring contractor compliance with applicable provisions of this Instruction (see Attachment 6, GFR/GGFR Appointment Letter Sample Format, for sample appointment letter). GGFRs (as defined by this paragraph) are not authorized to act as a GFR (Aircraft Flight and Ground Operations (Paragraph 1.37.1)) or an alternate GFR (Paragraph 1.37.2), approve contractor crewmembers, flights, flight related portions of the Procedures, or any function/procedure described in this Instruction's Chapter 4 (Flight Operations). The Approving Authority may appoint an alternate GGFR.
- 1.38. Government Ground Representative (GGR). A U.S. Military aircraft maintenance officer or NCO (E-7 or above), or Government civilian equivalent, with responsibility for surveillance of contractor aircraft ground operations as part of an Aviation Program Team (APT). GGRs differ from GGFRs in that GGRs have no authority to approve GOPs. GGRs shall know the status of all contractor facilities, equipment, group personnel training and certification, technical data, and Procedures involving aircraft ground operations.
- 1.39. Government-Furnished Equipment (GFE)/Property (GFP). Any Government-owned equipment, including aircraft, aircraft parts, or Ground Support Equipment (GSE) provided to a contractor for use in conjunction with a specific contractual requirement.
- 1.40. Ground Operations. Comprised of aircraft operations, performed on/in/or around the aircraft, without the intent for flight. Specific ground operations include, but are not limited to: towing, jacking, lifting, mooring, fueling, hangaring, taxiing (other than hover taxiing and high speed taxi operations), ground runs (engines/APUs, propeller(s)/rotor(s)), external power application, landing gear & control surface movement, operation of associated aerospace ground support equipment, and Aircraft Rescue and Fire Fighting (ARFF). Ground Operations are separate and distinct from the manufacturing processes themselves, but sometimes facilitate the manufacturing and industrial process by supporting activities such as; aircraft maintenance, modification, repair, and overhaul, (MMRO) and production/assembly/check-out. Examples of these supporting Ground Operations are: FOD control early in the manufacturing process, weight and balance of components, etc. Requirements for ground operations procedures (GOPs) exist even prior to when the Government assumes the risk of loss or accepts the aircraft.
- 1.41. Ground Personnel. Personnel designated by the contractor to perform ground operations.

- 1.42. Hardware Control. A method for the control of loose hardware such as nuts, bolts, cotters pins, rivet heads, etc. used to prevent FOD.
- 1.43. Industrial Procedures. Technical instructions (Service or contractor) that describe assembly, disassembly, repair, removal and installation process steps, maintenance, general aircraft manufacturing guidance/plans, build plans, sub-assembly manufacture, and engineering instructions.
- 1.44. Intent for Flight. For operations under contract use the specific Service definition.
- 1.45. Leased Aircraft. Any Government-owned aircraft provided to a contractor under a Lease Agreement. Aircraft are usually leased to a contractor for the contractor's use. Aircraft are usually bailed to a contractor to perform Government contract work. DoD Instruction 7230.08, Leases and Demonstrations of DoD Equipment, further clarifies leased aircraft procedures and requirements. Lease agreements are legal contracts between the Government Program Office and the contractor.
- 1.46. Maintenance Test Flight (Army).
- 1.46.1. Any flight performed to accept or check accomplishment of maintenance or modification.
- 1.46.2. Flight performed to determine whether an aircraft and its various components are functioning according to predetermined specifications while subjected to the flight environment.
- 1.47. May. Denotes the permissive. However, the term "no person may..." means that no person is required, authorized, or permitted to do the act described.
- 1.48. Mixed Crews. Flight crews composed of a mix of Government and contractor personnel, or multiple contractors.
- 1.49. Non-crewmember. Personnel, other than crewmembers or passengers, designated by the Contractor's Requesting Official (CRO) to perform a necessary function while the aircraft is in flight, for example: maintenance personnel observing the performance of malfunctioning equipment to help ascertain the cause of equipment failure, photographers, and systems operators. *Maintenance/Engineering Support Personnel (MESP) are non-crewmembers (USAF)*.
- 1.50. Orientation Flight. A flight (usually performed within the local flying area) to familiarize selected personnel with the mission of the aircraft. Orientation flights are always Point A to Point A.
- 1.51. Privileged Safety Information. Statements, reports or testimony given to a safety investigator or board pursuant to a promise of confidentiality, and any direct references to any such statements or testimony elsewhere in a report. The findings, evaluations, analyses, opinions, conclusions, recommendations and other indications of the deliberative processes of a safety investigator, safety investigation boards, endorsers and reviewers are also privileged safety information.
- 1.52. Procedures. Separate and distinct written instructions developed by the contractor and approved by the GFR, which delineate the processes contractor personnel shall follow while conducting operations affecting aircraft subject, by contract,

- to the requirements of this Instruction. Procedures may be divided into two parts; Flight Operations Procedures (FOPs) and Ground Operations Procedures (GOPs). The terms Procedures and Contractor's Procedures are synonymous.
- 1.53. Program Manager (PM). The Program Manager is designated, under <u>DoD</u> <u>5000.1, The Defense Acquisition System</u>, as the individual in the Services who is responsible for the management of a system acquisition program. He/she depends on a warranted Procuring Contracting Office (PCO) to assist him/her in the critical steps of fulfilling program objectives.
- 1.54. Program Office (also System Program Office (SPO), Program Management Office (PMO), Program Management Aircraft (PMA)). The office which provides life cycle management of aircraft programs.
- 1.55. Public Aircraft Operations. See paragraph 1.4.1.2.
- 1.56. Qualified. Meets the necessary training and proficiency (complete task without direct supervision) requirements for a task.
- 1.57. Quality Procedures. Those procedures related to ensuring product form, fit or functionality. Examples include company quality manuals, and published quality standards like ISO 9000/AS9100.
- 1.58. Service Guidance. "Service Guidance" is the procuring Service's regulations, instructions, flight manuals, and technical publications listed below, and those specified in the contract in effect on the date of contract award (unless the contract is modified with respect to specific Service Guidance changes), which are applicable to the specific flight and/or ground operations conducted by the contractor. Service Guidance is not to be interpreted as requiring the day to day administrative functions that govern operations in Government organizations. As stated, contractors are only bound by the portion of Service Guidance that is applicable to the aircraft operations being performed under contract. Service Guidance does not automatically include the Service instructions/regulations that are referenced in the Service Guidance. If a Service Guidance instruction/regulation addresses a specific topic by referencing a second tier Service instruction/regulation, that referenced section in the second tier document shall be considered required Service Guidance for that topic. Service Guidance (that which is in effect on the date of contract award (unless modified)) includes the following:
- 1.58.1. For USAF aircraft contracts: *AFI 10-220_IP (AFMC Supplement)*, (Manned/UAS) AFI 11-202, Vol 1-3 and applicable AFMC supplements; AFI 11-2FT, Vol 1-3; AFI 11-401, AFI 11-301, AFI 16-1301, and applicable AFMC supplements. (SUAS) AFI-11-502 Vol 1-3 and applicable AFMC supplements; AFI 11-5FT Vol 1-3. (Contractor personnel integrated with Air Force maintenance personnel on Air Force installations only) AFI 21-101 and *MAJCOM/local supplements*.
- 1.58.2. For USN/USMC aircraft contracts: OPNAV Instruction 3710.7 and applicable aircraft general NATOPS FLIGHT MANUALS. *For COCO PAO, Navy Service Guidance is: applicable aircraft NATOPS FLIGHT MANUALS.*
- 1.58.3. For USA aircraft contracts: AR 70-62, AR 95 (series), AR 40-501, AR 385 series, and applicable technical manuals.

- 1.58.4. For USCG aircraft contracts: Coast Guard Air Operations Manual, COMDTINST M3710.1 (series), and Aeronautical Engineering Maintenance Management Manual, COMDTINST M13020.1 (series).
- 1.59. Shall. Denotes the imperative.
- 1.60. Should. Indicates a desired, though not required, outcome.
- 1.61. Sortie. For record and reporting purposes of this Instruction, a sortie is defined as a flight by one aircraft. A sortie begins when the aircraft begins to move forward on takeoff or takes off vertically from rest at any point of support. It ends after airborne flight when the aircraft returns to the surface and,
- 1.61.1. The engines are stopped or,
- 1.61.2. Aircraft has been on the surface for 5 minutes, whichever comes first between 1.61.1 and 1.61.2 or,
- 1.61.3. Change is made in the pilot in command (for manned aircraft).
- 1.62. Support Flights. These include but are not limited to:
- 1.62.1. Photographic,
- 1.62.2. Chase,
- 1.62.3. Rescue and recovery,
- 1.62.4. Target or target towing,
- 1.62.5. Aircraft delivery,
- 1.62.6. Orientation,
- 1.62.7. Demonstration flights,
- 1.62.8. Severe weather evacuation flights,
- 1.62.9. Cargo and/or personnel transport flights. This includes flights of an emergency nature,
- 1.62.10. Aircrew evaluation, training, and currency and,
- 1.62.11. Product or Mission Support Flights (including deployments) as directed by the Services.
- 1.63. Supporting Contract Administration. Supporting Contract Administration (SCA) delegations are formal written agreements between the administering CAS Component (CASC) organization and another CASC organization, and are the preferred method used to transfer <u>FAR subpart 42.302(a)</u> requirements from one CASC organization to another. This is done when, for example, contract work is performed at geographically separated locations. If the supporting unit commander is not a CASC commander see <u>DFARS 242.202</u> paragraph (e)(1)(A)
- 1.64. Technical Data. Documents/instructions/procedures which can be in the form of Service Guidance, or Service approved Original Equipment Manufacturer (OEM) procedures, contractor engineering instructions, or equivalent.

- 1.65. Test Aircraft. Any aircraft used for research, development or test and evaluation purposes.
- 1.66. Trained. Instructed in the necessary knowledge and skills to perform assigned duties and responsibilities.
- 1.67. Tools. Items used in the performance of a maintenance, manufacturing, or assembly/disassembly task, or operation are considered tools. Miscellaneous parts, hardware, and personal items are not considered tools.
- 1.68. Unmanned Aircraft (UA). Includes any aircraft that is operated without an operator onboard (piloted remotely or autonomously). UAs have been known as Unmanned Aerial Vehicles (UAV), Remotely Operated Aircraft (ROA), Remotely Piloted Aircraft (RPA), Remotely Piloted Vehicles (RPV), Unmanned Aircraft Systems (UAS) and Small Unmanned Aircraft Systems (SUAS). Optionally piloted aircraft will be treated as UAVs when unmanned. Unmanned aircraft may also include aerostat balloons.
- 1.69. Unmanned Aircraft Observer. Individual required to perform the see-and-avoid function for UA operations through direct visual contact.
- 1.70. Unmanned Aircraft System (UAS/SUAS). Includes the aircraft (UA), communications, control systems, and ground support elements. UAS/SUAS aircraft are classified by Groups as defined below
- 1.70.1. UA Group 1. Typically weigh less than 20 pounds. Normally operate VFR in Class E, G, Special Use Airspace, or Uncontrolled Airspace. Normal operations are below 1200 feet AGL and at speeds less than 100 250 knots.
- 1.70.2. UA Group 2. Typically weigh 21-55 pounds. Normally operate VFR in Class D, E, G, or Special Use Airspace. Normal operations are below 3500 feet AGL and at speeds less than 250 knots.
- 1.70.3. UA Group 3. Typically weigh more than 55 pounds but less than 1320 pounds. Normally operate VFR in Class D, E, G, or Special Use Airspace. Normal operations are below 18,000 feet MSL and at speeds less than 250 knots.
- 1.70.4. UA Group 4. Typically weigh more 1320 pounds. Normally operate VFR in all airspace below 18,000 feet MSL and at any airspeed.
- 1.70.5. UA Group 5. Typically weigh more 1320 pounds. May operate VFR or IFR in all airspace above or below 18,000 feet MSL and at any airspeed.
- 1.71. Wide Area Workflow Receiving Report (WAWF RR). See paragraph 1.2.4.

Chapter 2

WAIVER PROCEDURES

- 2. <u>Waivers</u>. A waiver is written relief from a specific contractual requirement. *Waivers may be limited to specific contracts, locations, individuals or conditions*. The contractor should request a waiver when specific requirements add cost or complexity to contract accomplishment without increasing safety or reducing Government's risk, or when alternate procedures or requirements can be substituted which provide equivalent levels of safety, proficiency and/or risk mitigation. The contractor shall comply with the contract and this Instruction until the waiver is granted. ACOs and PCOs, shall not use the contract modification process for aviation contracts to waive this Instruction or Service Guidance requirements. DFARS Part 228.3, *Insurance*, subpart 228.370 *Additional Clauses*, describe the limits imposed on the PCO for modifying the GFRC. When issued, waivers shall be valid no more than the length of the applicable contract and shall be attached to the Procedures. All waivers shall be reviewed at least annually by the GFR to ensure the requirements for the waiver are still valid. There are three types of waivers that affect contractor aircraft operations; waivers to this Instruction; waivers to Service Guidance; and contract waivers.
- 2.1. Waivers to this Instruction.
- 2.1.1. Waiver requests to this Instruction are generated by the contractor.
- 2.1.2. Content. Waiver requests are written on company letterhead and must detail the justification for the waiver. Contractor shall submit a risk management analysis and risk mitigation plan to reduce the risk to aircraft operations affected by the waiver. Waiver requests must be in written or electronic format. (USAF: To expedite the waiver process, contractors should document/submit waiver requests on an AFMC Form 73.)
- 2.1.3. Routing. Send all requests for waivers to this Instruction to the GFR. The GFR shall ensure the ACO receives a copy of the waiver package. DCMA GFRs shall forward waiver requests with recommendations through their chain of command to DCMA-AO. DCMA-AO will endorse the waiver with recommendations, and forward it to the waiver authority of the Instruction. Service GFRs shall forward waiver requests with recommendations directly to the waiver authority. (USAF: If the AFMC Form 73 is used, the GFR will be listed as the Action Officer in Section 1. The GFR shall indicate their concurrence or non-concurrence (with or without comment) with the contractor waiver request.)
- 2.2. Service Guidance Waivers.
- 2.2.1. Waivers to Service Guidance are generated by the contractor.
- 2.2.2. The use of <u>Service Guidance</u> in a contract ensures that contractor's flight and ground operations risk levels parallel the risk accepted by the Services. Though "contractor" operations may not have been considered when <u>Service Guidance</u> was developed, contractors must comply with the <u>Service Guidance</u> as written (when required by this instruction) or seek relief through the waiver process. Use this process when requesting relief from requirements of <u>Service Guidance</u>, flight manuals and technical publications.

- 2.2.3. Content. Waiver requests are written on company letterhead and must detail the justification for the waiver. Contractor shall submit a risk management analysis and risk mitigation plan to reduce the risk to aircraft operations affected by the waiver. Waiver requests must be in written or electronic format. (USAF: To expedite the waiver process, contractors should document/submit waiver requests on an AFMC Form 73.)
- 2.2.4. Routing. From the contractor's viewpoint the routing process for <u>Service Guidance</u> is the same as for waivers to this Instruction. Once the waiver package is received by the waiver authority for this Instruction, they will forward it with recommendations to the appropriate <u>Service Guidance</u> waiver authority for final approval or disapproval. (USAF: If the AFMC Form 73 is used, the GFR will be listed as the Action Officer in Section 1. The GFR shall indicate their concurrence or non-concurrence (with or without comment) with the contractor waiver request.)
- 2.3. Contract Waivers or Contract Changes. Requests to modify contract requirements are accomplished through the use of a <u>DD Form 1716, Contract Data Package Recommendation/Deficiency Report</u>. These contract modification requests are routed through the ACO to the PCO for action. If the contract change relates to aircraft operations, route DD Form 1716s generated by contractors through the GFR. The GFR will forward the 1716 with recommendations to the ACO.
- 2.4. Approved Waivers. If approved, the GFR shall provide a copy of the approved waiver to, and discuss the scope of the waiver with, the ACO. who will determine if any equitable adjustments to the contract are warranted. The specifics of the deviation shall be included in the Procedures.
- 2.5. Waivers with Time Limits. Contractors should ensure that waivers that are within 90 days of expiring are resubmitted if the original requirement for the waiver still exists. This will ensure no disruptions in contractor operations occur due to the waiver expiring. When a waiver expires, contractors are bound by the original contract, Service Service Servic
- 2.6. Waiver Authorities for this Instruction, and routing for Service Guidance:
- 2.6.1. Army U. S. Army Materiel Command, ATTN: AMCOL-CA, 4400 Martin Rd., Redstone Arsenal, AL 35898-5000.
- 2.6.2. Air Force Headquarters Air Force Materiel Command, HQ AFMC/A3. Forward requests to HQ AFMC/A3V, 508 W. Choctawhatchee, Eglin AFB, FL 32542-5713.
- 2.6.3. Navy Commander, Naval Air System Command. Forward requests to: Commander, Naval Air System Command, AIR-09F, 22541 Millstone Rd. Unit 10, Patuxent River, MD 20670-1606.
- 2.6.4. Coast Guard Commanding Officer, USCG ALC, 1664 Weeksville Road Building 63, Elizabeth City, NC 27909-6725.
- 2.6.5. Non-Signatory Waiver Authorities When a contract that includes this Instruction is issued by an organization not listed as a signatory to this Instruction (NASA, DEA, DHS, foreign governments, etc.), contact the organization issuing the contract for guidance on identifying the appropriate waiver authority.

Chapter 3

PROCEDURES

- 3. Contractor's Written Procedures. Contractors shall develop specific written Procedures for all flight and ground operations. Procedures are intended to reduce risk and shall be vetted through the contractor's risk management process (see paragraph 6.3). The requirement to develop and follow Procedures is a contractual requirement and applies independently of the Government's assumption of risk via the GFRC. Requirements related to Procedures only end for individual aircraft when the aircraft are no longer under contract. Contractors shall not begin flight or ground operations until the Procedures have been approved in writing by the GFR. Aircraft operations conducted without approved Procedures may be considered to place the aircraft under unreasonable conditions and may be grounds for withdrawal of the Government's assumption of risk via the GFRC. The GFRC describes the process for removing the Government's assumption of risk. The GFRC delineates when the Government's assumption of risk of loss begins for new production aircraft. Though the Combined Instruction applies irrespective of the Government's acceptance of risk of loss, many GOPs, (e.g., engine run currency) have no applicability and are not required prior to when Government liability is attached via the GFRC. Other GOPs, (e.g., Weight and Balance) would apply universally irrespective of the status of the Government's assumption of risk of loss because the GOP has a direct effect on future risk. And still other GOPs, e.g., (FOD and Tool Control) may be tailored commensurate with the degree of risk during each phase of operations.
- 3.1. General Guidance/Requirements.
- 3.1.1. Should a conflict occur in the contract between sources of guidance, the following hierarchy shall be used in descending order: this Instruction, Service Guidance, and the Procedures. When several of these sources provide guidance that do not conflict but are different, the most restrictive of the sources shall be followed. Contractors must also comply with the contract itself. Contracting officers cannot waive any of the requirements of this Instruction or Service Guidance through contract text except as specified in the DFARS or Service Guidance requiring higher level authority. When contractual text is discovered that substantially alters the requirements of this Instruction or Service Guidance, elevate concerns to the Waiver Authorities for this Instruction. Procedures shall include all items from Attachment 10, item by item, as applicable to the contract. Contractors need not include in their Procedures the definitions from this Instruction except as a reference. If any definitions are included, they shall not be changed from the language of this Instruction. Contractors do not need to include in their Procedures the crewmember qualifications from this Instruction unless they wish to make them more restrictive. Contractors with separate functional organizations responsible for Flight and Ground Operations may divide their Procedures into two parts: Flight Operations Procedures (FOPs) and Ground Operations Procedures (GOPs). However, contractor functional organizations are responsible for compliance with this Instruction and the Procedures as a whole.
- 3.1.2. Procedures are required for PAO operations involving contractor-owned aircraft. When a contractor-owned aircraft operation transitions from Civil to Public, a

significant shift in responsibility and liability to the government contracting agency occurs. When this instruction is applied to contractor-owned PAO without the GFRC as a means to mitigate the risks to DoD that come with PAO designations, the applicable programs and oversight will change because the government has no vested interest in the ownership of the aircraft. Since the government does not have a vested interest in the ownership of the aircraft specifically, there are many sections in chapter 4, 5, and 6 that do not need to be defined in the contractor's Procedures. The required areas of oversight may be defined in the PWS/SOW or H clause of a contract. In addition, a GFR assigned oversight of a contractor conducting PAO may be assigned responsibilities not included in this instruction but that involve the mitigation of risk in support of the airworthiness and continuing airworthiness of the aircraft. Attachment 16 is guidance for the determination of areas that should be considered for COCO PAO oversight.

- 3.2. Responsibilities. The contractor is responsible for writing, implementing and enforcing its Procedures, and identifying and correcting deficiencies.
- 3.3. Preparation. The contractor shall prepare and maintain specific written Procedures, separate and distinct from <u>industrial</u> or <u>quality</u> procedures, that describe aircraft flight and ground operations at all operating facilities. If the contractor references existing company procedures, operating instructions, etc., in these Procedures to fulfill the requirements of this Instruction, the referenced document(s) shall be made readily available for review and become part of the contractor's Procedures for the purposes of this Instruction. The Procedures shall:
- 3.3.1. Provide specific guidance describing activities and requirements of this Instruction and contractual provisions pertaining to safety, and flight and ground operations applicable to all aircraft for each specific contractor operation and location;
- 3.3.2. Describe in detail how the contractor ensures that individuals perform only duties they are qualified and authorized to perform;
- 3.3.3. Adequately explain all aspects of a given operation to include the purpose, scope, and steps to accomplish the task;
- 3.3.4. Identify the office/title of individual responsible;
- 3.3.5. Include requirements to verify the successful completion of the procedure, when appropriate.
- 3.3.6. Contractor-owned aircraft flying non-PAO follow civil rules. GFRs do not approve non-PAO Procedures.
- 3.4. No existing Procedures. For contractor operations with no existing approved Procedures, the contractor should provide its Procedures, including portions thereof, to the GFR for approval as soon as possible. Procedures may be approved in sections, however contractors shall not conduct ground operations until the applicable Procedure has been approved (*interim or final approval*). Flight operations are prohibited until all Procedures have been approved.
- 3.5. Use of Service Guidance. Where <u>Service Guidance</u> is included in the contract or listed in Paragraph 1.58, the contractor's Procedures shall comply with that Service

- Guidance. Contractors are encouraged to base the rest of their Procedures on any available standards (e.g., commercial, instructions, manuals, T.O.'s, and Programs of Instructions (POI)). For all operations, contractors are bound only by that Service Guidance that is applicable to the operations being performed under contract. In the development of Procedures, the contractor, GFR, and Program Office should work together closely to ensure that the correct, applicable Service Guidance is used. If Service/commercial standards are not available for a unique aircraft, test program, or flight/ground operation, the contractor shall recommend procedures similar to standards for a similar aircraft and/or operation for GFR approval.
- 3.5.1. At locations with multiple Service contracts, the GFR and contractor may elect to specify general guidance from a single source for basic flight rules, evaluations etc. The contractor is encouraged to develop a common set of Procedures. This will require the contractor to request common process block changes or waivers.
- 3.5.2. The GFR, in concert with contractor management personnel, should ensure that existing Procedures are modified, if required, when pertinent <u>Service Guidance</u> changes. This may require a contract change.
- 3.6. Subcontractors. The prime contractor is responsible for all contract requirements subcontracted or delegated to other sources. The prime contractor has the responsibility for ensuring that the subcontractor has procedures in place to implement the requirements of this Instruction. Per the June 2010 *Ground and Flight Risk Clause* (DFARS 252.228-7001), a prime contractor is not relieved from liability for damage, loss, or destruction of aircraft while contract aircraft is in the possession or control of its subcontractors, except to the extent that the subcontract, with the written approval of the Contracting Officer, provides for relief from each liability. This means the Government's indemnification of the contractor through the GFRC does not automatically flow down to subcontractors unless specifically stated in the contract. The requirements of this Instruction apply even when the Government's assumption of risk through the GFRC does not flow down to a subcontractor.
- 3.7. Format. Contractors shall write their Procedures to follow the order of <u>Attachment</u> 10 or provide a paragraph cross reference.
- 3.8. Approval. The contractor shall:
- 3.8.1. Forward the completed Procedures for each location to the cognizant GFR for approval.
- 3.8.2. Identify to the GFR a single point of contact who has cognizance over the functional organizations involved and who can coordinate approval issues.
- 3.8.3. Maintain current copies of the approved Procedures at each operating location.
- 3.8.4. GFR's may conditionally approve a contractor's Procedures in cases where the contractor is making progress towards a complete and satisfactory set of Procedures but schedule constraints make the conditional approval of interim GOPs or FOPs acceptable. The GFR will provide the conditions of the approval in writing to the contractor.

- 3.9. Changes. All proposed changes shall be submitted to the GFR in writing. Approved changes shall be incorporated into all copies of the Procedures. Changes are not in effect until the GFR approves them.
- 3.10. Modifying contracts to *update to* this version of the Instruction. If a contract modification *(contractor or Government initiated)* implements a more recent version of this Instruction, *or a new contract is issued,* the contractor may operate for three months with existing approved Procedures created using an earlier version of this Instruction.
- 3.11. Locations with multiple versions of this Instruction. Where contractors have multiple contracts that contain older versions of this Instruction, they are bound by the specific version defined in each contract. In lieu of maintaining separate Procedures for each contract, contractors may request a contract modification for the older contracts to upgrade to the latest version of the Instruction.
- 3.12. Core Contractor's Flight and Ground Operations Procedures. Some contractors develop overarching "Core" procedures to ensure operations are uniform throughout their multiple locations. When Core procedures do not address site/aircraft specific operations, each site using the Core procedures shall also develop a local operating annex to cover those gaps. The Core procedures and annex together comprise the contractor's Procedures.
- 3.13. Review Requirements. Contractors shall (at least every 12 months):
- 3.13.1. Conduct a review of their Procedures. Contractors should use <u>Attachment 11</u>, <u>Procedures Review Guide</u>, when reviewing Procedures. Source documents referenced in the Procedures per Paragraph 3.3 must be reviewed to ensure they are still valid, however, they need not be re-dated to the date of the Procedures themselves;
- 3.13.2. Verify the safety and effectiveness of each procedure;
- 3.13.3. Assess changing Service Guidance and its effect.
- 3.13.4. At the completion of the review, recommended changes shall be forwarded to the GFR for approval. The GFR's annual approval shall be attached to the Procedures. A signature page in the front of the Procedures may serve as the GFR's approval/annual review letter.
- 3.14. Deficiencies. The GFR shall notify the contractor if he/she finds deficiencies or inadequacies in the Procedures. Failure to correct the deficiency within the specified time identified in the GFR's notification is grounds for withdrawal of the approval of the Procedures, contractor flight operations, and/or crewmembers.
- 3.15. Noncompliance. Failure to comply with approved Procedures or continuation of a dangerous practice is unacceptable and therefore an unreasonable condition within the meaning of the clauses of the contract. A noncompliance may be considered grounds for withdrawal of the Government's assumption of risk for loss or damage to Government aircraft. Withdrawal of the Government's risk shall be accomplished in accordance with the applicable contract wording. The Government reserves the right to take such other action as may be necessary to preserve the safety and security of the aircraft. Should the contractor receive notification of an observed non-compliance (either through a Corrective Action Request (CAR) or other written method) they shall

respond in a timely manner. Corrective actions shall address root causes. (See Attachment 13 for further guidance on the CAR process.)

- 3.16. Questions of Interpretation. A difference of interpretation concerning the Procedures between the contractor and GFR should be raised to the following authorities for resolution: for DCMA activities, DCMA-AO; for Service activities, waiver authority for this Instruction as listed in Paragraph 2.6.
- 3.17. Access to Contractor's Facilities. The Prime contractor shall provide the GFR and APT access to the aircraft and facilities upon request and without delay during work hours. If the contractual work is subcontracted to another company, the Prime is responsible to ensure that the GFR and APT have the same privilege to enter the subcontractor's facilities, and the same access to the aircraft being worked. Access is limited to those areas directly related to operations under this Instruction.

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Chapter 4

FLIGHT OPERATIONS

- 4. <u>Flight Operations</u>. This chapter applies to all Contractor Requesting Officials (CRO), crewmembers and non-crewmembers. It applies for all flights under contract regardless of who is on board or operating the aircraft.
- 4.1. Flight Management.
- 4.1.1. General Flight Rules. Contractor flight operations shall follow <u>Service</u> Guidance.
- 4.1.2. Contractor Flight Planning Area. The contractor shall establish and maintain a flight planning area and provide access to current and sufficient information, including Notice to Airmen (NOTAMs), weather forecasts and advisories, allowing crewmembers to properly plan and participate in flights. Government provided flight planning areas meet this requirement.
- 4.1.3. Flight Profiles. Flight profiles shall be prepared for all flights and shall detail planned flight checks and events, to include proficiency training and the specific geographical areas or point-to-point routes to be used. Design flight profiles to allow the maximum possible use of ground radar monitoring/advisories, radio communications (status reports at established intervals) or chase aircraft to monitor aircraft position and status.
- 4.1.4. UA operations Outside of Special Use Airspace. (Restricted Areas, Warning Areas, or Prohibited Areas) require an FAA Certificate of Waiver or Authorization (COA) or other FAA authorization. UA operations (Group 1-3) flying public use aircraft wholly or partially outside Special Use Airspace shall do so only under an approved FAA COA or IAW current DoD/FAA agreements and are confined to Class D, E, G or COA approved airspace. Coordinate operations with the responsible ATC facility as needed/required. UA operation inside buildings or structures is not considered to be part of the National Airspace System (NAS) and is not regulated by the FAA.
- 4.1.5. Contractor Flight Approval. The GFR approves all contractor flights under this Instruction. The contractor is not indemnified for loss under the GFRC for any flight which has not received prior written approval by the GFR. Procedures shall delineate processes that ensure flight schedules are developed, and Requests for Flight Approvals submitted, with sufficient lead time to preclude interruption to either Government or contractor operations. Under normal situations, submitting approvals during the workday prior to the *day of the scheduled* flight is considered sufficient lead time.
- 4.1.6. Flights with Multiple Contractors/Multiple Contracts. The GFR approving flights involving a mixture of contractors and/or contracts shall direct which Procedures the aircrew will follow.
- 4.1.7. Approved Flights. Flights approved by the GFR must be:

- 4.1.7.1. Conducted by current and qualified crewmembers and non-crewmembers (except as noted in Paragraph 4.5.1, and 4.5.7) in an approved flight area, route, and specified profile.
- 4.1.7.2. Performed according to an approved mission profile or test plan, and within applicable safety and engineering limitations. Experimental and engineering test flights require a specific test plan.
- 4.1.7.3. In accordance with approved Procedures.
- 4.1.7.4. Assessed for risk prior to each flight.
- 4.1.8. Flights not Under GFR Cognizance. Occasionally contractor flight operations include formations, chase, pace, intercept/target, or in-flight refueling (receiver or tanker) with non-contract/non-Government aircraft. Contractors are not responsible for the conduct of the non-contract aircraft. However, the CRO shall note the presence of non-contract/non-Government aircraft involved in the mission on the DCMA Form 644, Request for Flight Approval. The CRO shall request a statement verifying the qualifications and capabilities of the non-contract aircrew and aircraft from the owning organization. Elevate any concerns WRT the safety of the mission to the GFR.
- 4.1.9. Flight Supervision. Procedures shall:
- 4.1.9.1. Allow for communication between the contractor flight operations facility and the crewmembers while flying in the local area (e.g., contractor radio, phone patch through tower, etc.). Whatever system is used must be manned for the duration of the flight. Contractor aircrews embedded in Service units should use the local unit's communication facilities and procedures to meet this requirement.
- 4.1.9.2. As a minimum, identify the check flight area, supersonic corridor, stereo route profiles and any required/desired Federal Aviation Administration (FAA) coordination.
- 4.1.9.3. Identify aircraft maintenance release procedures, to include a review of all safety of flight non-conforming repairs, a review of aircraft logs and records for outstanding safety of flight aircraft inspections/bulletins requiring action and expiring components (such as TDs, SBs, TCTOs, ADs, etc.).
- 4.1.9.4. Include record keeping requirements for supersonic flights, if applicable.
- 4.1.10. Documentation of Certificates, Licenses, and Permits. Contractors shall ensure no crewmembers/ non-crewmembers are placed on flight approval requests with non-current certificates, licenses, or permits.
- 4.1.11. Mixed Crew Flights. Procedures must address designation of pilot in command and crew positions for dual piloted and/or multi place aircraft and flight lead for formation flights. With dual contractors with no prime-sub relationship flying on the same flight, dual flight authorization requests are required. Mixed crews performing crewmember or maintenance tasks shall use identical checklists.
- 4.1.12. Minimum Crew Requirements. Minimum crew requirements for the various types of flight activities shall be addressed by the contractor.

- 4.1.13. Aircrew Duty and Rest Limitations. The crew rest period is the non-work period immediately preceding the crew duty period. This period shall be a minimum of 12 hours with at least 8 uninterrupted hours allowed for sleep. The following crew duty period restrictions apply to all contractor crewmembers/non-crewmembers:
- 4.1.13.1. The crew duty period begins when an individual reports for work (either flight or administrative duties) and ends when the engines are stopped at the end of an event, mission, or series of missions.
- 4.1.13.2. The basic crew duty period shall not exceed 12 consecutive hours. The GFR is authorized to grant extensions to the basic crew duty period of not more than two hours on a case-by-case basis.
- 4.1.13.3. When flying support flights (or engineering test flights IAW Paragraph 1.30.2) in dual-piloted aircraft with an operative autopilot installed and used, the maximum crew duty period may be 16 consecutive hours.
- 4.1.13.4. Pilots in single-piloted helicopters are limited to a maximum of 6 flying hours in a 12-hour crew duty period.
- 4.1.13.5. Use of augmented crews per procuring <u>Service Guidance</u> is allowed.
- 4.1.13.6. Procedures shall address chronic fatigue issues.
- 4.1.14. Other Aircrew Restrictions. The contractor shall establish flight restrictions for contractor flight personnel recovering from the effects of alcohol consumption, medications, diving, etc.
- 4.1.15. Publications.
- 4.1.15.1. Flight Crew Information File (FCIF). Each flight operations facility shall maintain an FCIF at a location readily available to crewmembers. Procedures shall require crewmembers to read and certify knowledge of the contents of the FCIF initially, and whenever there are new entries. Additionally, an annual review of the FCIF is required. The FCIF should contain information which affects the safety of aircraft operations and information of a transitory nature that concerns flight operations. When collocated with a Government flight operations activity, the contractor may use the Government FCIF, provided both organizations concur and standardized procedures for use are established. Approved revisions to the Procedures shall be included in this file until republished.
- 4.1.15.2. Only current, up-to-date publications shall be used. Procedures shall identify the method used for receiving, distributing, and maintaining the currency of flight manuals and checklists. Contractor personnel shall use Government flight manuals and checklists in all flight operations where applicable technical data has been published. The contractor shall obtain military flight manuals, changes, and supplements through Government channels. Where only commercial manuals are available, the contractor is responsible for obtaining them and ensuring that changes and supplements are promptly posted in the basic technical publications. Locally devised checklists may be used only when such deviation is authorized by the appropriate Procuring Service. Use of Electronic Flight Bags (EFB) are authorized IAW Service Guidance.
- 4.2. Crewmember/Non-Crewmember Approval.

- 4.2.1. Contractor's Requesting Official (CRO). Procedures shall identify the individual(s) authorized to request crewmember approval and qualification training and the process for requesting approval. Prime contractors may appoint a subcontractor individual as a CRO. Only contractor designated CROs shall submit requests to the GFR for crewmember approval or for qualification training. The contractor shall identify by name (in writing) these officials to the GFR, and shall revise the list, as necessary, to ensure currency.
- 4.2.2. The contractor and the GFR shall ensure that only the required numbers of crewmembers are authorized and that programs include sufficient flying time for currency in accordance with this Instruction. The GFR shall not approve any crewmember until the Procedures have been approved. GFRs have the authority to approve crewmembers employed by the Prime's subcontractor. GFRs have the authority to authorize subcontractor non-crewmembers to fly.
- 4.2.3. Prior to submitting a crewmember/non-crewmember for training/approval/authorization/review, CROs shall notify the GFR, if candidates have:
- 4.2.3.1. Ever been removed from crewmember/non-crewmember status by a GFR for cause,
- 4.2.3.2. Been cited for a violation by the FAA or,
- 4.2.3.3. Removed from military flight orders for cause.
- 4.2.4. Government Approval for Qualification or Upgrade Training. The CRO will forward the DD Form 2627, Request for Government Approval for Aircrew Qualification and Training (Attachment 3), a résumé, and DD Form 1821, Contractor Crewmember Record, (Attachment 4), for approval of training to the GFR. At the contractor's request and with GFR approval, the DD Form 1821 can be substituted by Service forms. Include a copy of contractor crewmember's proposed qualification training plan/program per Paragraph 4.3. The GFR approves/disapproves the DD Form 2627, files the original and returns a copy to the contractor. The contractor shall ensure that crewmembers do not fly or initiate qualification training before receipt of Government approval. Following approval, training must be initiated and completed without delay. Formal training courses offered by the Services may be requested by the contractor and may require reimbursement according to the given contractual agreement. The GFR will then make the request for training to the appropriate Service. It must be endorsed by the ACO, showing that the contract cost adjustment has been made or is not required. (USAF: Send request from the contractor for formal training using USAF Formal Schools Catalog (AFCAT) 36-2223, USAF Formal Schools). (Note: Use Pilot-incommand (PIC) time where the DD Form 1821 lists First Pilot (FP)).
- 4.2.5. Government Approval for Crewmember Status. On completion of qualification training, the CRO forwards two copies of <u>DD Forms 2628</u>, <u>Request for Approval of Contractor Crewmember</u> (<u>Attachment 5</u>), and <u>DD Form 1821</u>, <u>Contractor Crewmember Record</u> (<u>Attachment 4</u>) (or GFR approved Service form), to the GFR. The GFR indicates action taken and returns a signed copy to the contractor within ten workdays. Contractor crewmembers shall not perform in their aircrew specialties until receipt of

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Government approval. An approved <u>DD Form 2628</u> is valid as long as the crewmember maintains their qualifications for the contractor.

- 4.2.6. Contractor Approval for Non-crewmember Status. The CRO must provide a list semi-annually of each contractor and subcontractor non-crewmember required to fly in manned Government aircraft or perform as sensor operators or observers for UAS to the GFR. The CRO shall ensure that each non-crewmember is qualified and essential for *accomplishing* the specific mission *of that flight*.
- 4.2.7. Removal From Crewmember Status. Approvals of crewmembers are automatically canceled upon termination of employment, physical disqualification, or suspension/revocation of FAA Certificate.
- 4.2.7.1. The contractor shall have procedures for identifying and addressing human factors issues such as substance abuse, personal and family problems, etc., which would preclude flight duties. The contractor shall notify the GFR of crewmember status changes by the most expeditious means and then immediately follow up in writing.
- 4.2.7.2. After completion of an appropriate investigation, the GFR shall withdraw the approvals of crewmembers who have:
- 4.2.7.2.1. Failed to meet the general requirements of basic airmanship or who fail to exercise sound judgment during ground or flight operations.
- 4.2.7.2.2. Exhibited evidence of personal instability or similar undesirable tendencies or have conducted themselves contrary to the Government's interests in promoting safety.
- 4.2.7.2.3. Refused timely toxicological testing when the Procedures require it or GFR requests the testing.
- 4.2.7.3. The GFR shall promptly notify ACO when an approval is withdrawn.
- 4.3. Crewmember Qualification Requirements.
- 4.3.1. General Qualifications. Minimum qualifications for approval of contractor crewmember, for test and other flight categories, are listed below. Factors such as total experience, currency of experience, experience in similar aircraft, type of flying experience, and other related factors shall be evaluated by the GFR before approving a contractor crewmember. All pilots (except those described in Paragraph 4.3.6 below) shall have an FAA Commercial Pilot or Airline Transport Pilot Certificate and the appropriate category and class ratings. Flight engineers shall have an FAA Flight Engineer Certificate or a Service equivalent Certificate or Qualification. Contractors may use Service forms/directives to record individual crewmember records when performing ground and flight operations as approved by the GFR. For non-crewmember requirements see Paragraphs 4.2.6 and 4.6.1. The qualification requirements for UA pilots/operators are found in Paragraph 4.3.6. The qualification requirements listed in Paragraphs 4.3.2 and 4.3.3 (below) do not apply to UA operations.
- 4.3.2. Experimental Test Flights and Associated Experimental Ground Operations.

- 4.3.2.1. Pilot. Not less than 1,500 hours Pilot-in-Command time, to include 100 hours as Pilot-in-Command during engineering and/or acceptance flights listed under the functional flight category. Graduation from a military test pilot school (TPS) is required.
- 4.3.2.2. TPS Waiver. When the contractor pilot is not a graduate of a military TPS, the education and experience requirements listed below must be met as a basis of consideration for TPS waiver.
- 4.3.2.2.1. Pilots must have at least 2,000 hours Pilot-in-Command time in comparable aircraft (e.g., helicopter, fighter/attack, cargo, or other). Additionally, 200 hours of Pilot-in-Command time during engineering flight test and 10 hours during experimental flight test are required.
- 4.3.2.2.2. Education and experience requirements are as follows:
- 4.3.2.2.2.1. An undergraduate or higher degree in an aerospace related engineering or aerospace related scientific discipline plus 1 year of applicable engineering test flight experience or,
- 4.3.2.2.2. An undergraduate or higher degree in any other engineering or scientific discipline plus 2 years of applicable engineering test flight experience or,
- 4.3.2.2.3. Any non-engineering undergraduate or higher degree plus 3 years of applicable engineering test flight experience or,
- 4.3.2.2.2.4. No degree, 4 years of applicable engineering test flight experience.
- 4.3.2.3. Other crewmembers. All other crewmembers must have 1000 hours in the position they are qualifying in, of which 300 hours must be in the same aircraft category (rotary-wing, glider, etc.).
- 4.3.3. Engineering Test, Check Flights, and all other flights.
- 4.3.3.1. Pilot. The pilot must be qualified in mission, type, design, and if appropriate, series of aircraft. The pilot must have not less than 1,000 hours Pilot-in-Command time. In addition.
- 4.3.3.1.1. For fighter, attack, and trainer aircraft, the Pilot-in-Command time must include 100 hours in the same aircraft type and design.
- 4.3.3.1.2. The Pilot-in-Command time for other aircraft must include 300 hours in similar aircraft type.
- 4.3.3.2. Copilot. The copilot must have not less than 500 hours Pilot-in-Command time and be qualified in mission, type, design, and if appropriate, series aircraft.
- 4.3.3.3. Flight Mechanics/Crew chiefs. Contractor crewmembers must have a minimum of 150 hours experience as a flight mechanic/crew chief, have previously qualified and served in such capacity during military service or have been trained using the applicable Service training program modified to the contract requirements.
- 4.3.3.4. Other crewmembers. All other crewmembers must have 500 hours in the position they are qualifying in, of which 100 hours must be in the same aircraft category. (Army: includes CH-47 Flight Engineers.).

- 4.3.3.5. Maintenance Test Pilot (MTP) (Army).
- 4.3.3.5.1. Standard Army Aircraft. Contractor pilots who perform Maintenance Test Flights (MTFs) on Army Standard Aircraft, which have undergone maintenance, modification, or overhaul, or on new production aircraft, where a follow-up/acceptance MTF is not performed by the Government, shall be a graduate of the Army Maintenance Test Pilot Course or complete an equivalency evaluation conducted by the Directorate of Evaluation and Standardization (DES), U.S. Army Aviation Warfighting Center, Ft. Rucker, AL 36362-5000. All requests for equivalency evaluations shall be forwarded through the GFR to the procuring ACOM. The ACOM will coordinate all equivalency evaluations with DES.
- 4.3.3.5.2. Nonstandard Army Aircraft. Contractor pilots performing MTF or Functional Check Flights (FCFs) shall be qualified per procuring ACOM Aircrew Training Program for the specific aircraft. Request for nonstandard aircraft qualification shall be submitted through the GFR to the procuring ACOM.
- 4.3.4. Contractor Flight Instructor and Flight Examiner Qualifications.
- 4.3.4.1. Flight Instructors may be designated by the contractor to provide instruction to contractor crewmembers. Only highly qualified, proficient, and experienced personnel may be selected and trained as instructor crewmembers. These candidates shall meet the evaluation requirements provided by the Services prior to GFR approval on DD form 2628.
- 4.3.4.2. Flight Examiners may be designated by the contractor to administer recurring flight evaluations when authorized by the GFR. Only highly qualified instructor personnel may be selected and trained as Flight Examiners. These candidates shall meet the evaluation requirements provided by the Services prior to GFR approval on DD form 2628.
- 4.3.4.3. Instrument Flight Examiners (IE), Standardization Instructor Pilots (SP), Instructor Pilots (IP), and Maintenance Evaluators (ME) designations apply only to contractor pilots (Army) contracted for the sole purpose of conducting aircraft qualification training and administration of the Aircrew Training Program (ATP). Contractor pilots in these designated positions shall meet all Army initial aircraft qualifications and recurrent training requirements per AR 95-1 and the applicable aircraft Aircrew Training Manual.
- 4.3.5. Medical Qualification Requirements. Note: Follow all Health Insurance Portability and Accountability (HIPAA) Privacy Rules regarding protection of medical records.
- 4.3.5.1. Pilots.
- 4.3.5.1.1. Contractor pilots need an <u>annual</u> FAA Second Class flight physical.
- 4.3.5.1.2. Army Contractor pilots will have the option of maintaining either an <u>annual</u> FAA Second Class Medical Certificate or an Army Class 2 FDME. Army Aeromedical Surveillance is an integral part of Army Aviation Risk Management. Therefore, contractor aircrew who opt for the FAA certificates must submit a copy of the FAA certificate, with any applicable Statement of Demonstrated Ability (SODA) or FAA

waiver, to the U.S. Army Aeromedical Activity in order to continue population based medical surveillance and ensure risks to flight safety are minimized. The aforementioned information will be mailed to USAAMA, ATTN: MCXY AER, Building 110, 6th Avenue, Fort Rucker, AL 36362⁴; or faxed to commercial 334-255-0747 (DSN 558); or scanned and emailed to usarmy.rucker.medcom-lahc.list.lahc-aero-helpdesk@mail.mil. Contractors will complete the Certificate of Compliance and provide a copy to the GFR (Attachment 14).

- 4.3.5.2. UA operators require an <u>annual</u> FAA Second Class.
- 4.3.5.3. UA Observers require an <u>annual FAA Third Class physical (contractors may use Service Guidance</u> in lieu of the Third Class physical requirement) and must have normal color vision and 20/20 visual acuity (corrected).
- 4.3.5.4. Other Crewmembers. Unless an FAA Second Class physical is required for their FAA flight certificate, non-pilot crewmembers may receive either an FAA Second Class or military Class 2 flight physical annually. (Exception: crew chiefs and loadmasters will meet the medical requirements of Paragraph 4.3.5.5 below).
- 4.3.5.5. Non-crewmembers require an annual FAA Third Class or military Class III flight physical annually.
- 4.3.6. UA Operator Qualifications. All UA Operators shall be qualified IAW <u>Service Guidance</u>. The GFR shall not allow UA Operators to serve as pilot/UA operator for two or more UAs simultaneously <u>unless Service Guidance</u> <u>authorizes the execution/conduct of such operations, or unless approved to do so by the waiver authority for this Instruction (see Paragraph 2.6).</u>
- 4.4. General Procedures. The following minimum areas shall be addressed:
- 4.4.1. Airfield Operations.
- 4.4.1.1. The Procedures shall address local airfield operations. If the contractor flight activity is physically located at an operational civil or military airfield, the contractor shall comply with local directives and execute any agreements with the airfield authority required to ensure full compliance with the contract and this Instruction.
- 4.4.1.2. Procedures shall address qualification and certification requirements for radio operators or tower controllers in accordance with FAA/FCC regulations when these services are provided by the contractor.
- 4.4.2. Weather Requirements. Contractors shall use <u>Service Guidance</u> for ceiling/visibility minimums and alternate weather requirements. FCF/ACF flights shall be accomplished during day visual meteorological conditions. In no instance shall the takeoff/landing minimums be less than the following (Army contractors use AR 95-1):
- 4.4.2.1. All <u>initial</u> FCF/ACFs, and subsequent FCF/ACFs involving discrepancies for engine, flight controls, landing gear, or instruments affecting IFR capability:
- 4.4.2.1.1. Bomber, cargo, tanker, patrol, and trainer aircraft: 1,500 feet and 3 miles.
- 4.4.2.1.2. Fighter, attack, and reconnaissance aircraft: 3,000 feet and 3 miles.

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¹ The USAAMA address and email have been updated post publication.

- 4.4.2.1.3. Helicopters/tilt-rotor: 700 feet and 1 mile.
- 4.4.2.2. Subsequent FCF/ACF flights not falling under 4.4.2.1.
- 4.4.2.2.1. Bomber, cargo, tanker, patrol, and trainer aircraft: 1,000 feet and 3 miles.
- 4.4.2.2.2. Fighter, attack, and reconnaissance aircraft: 1,000 feet and 3 miles.
- 4.4.2.2.3. Helicopters/tilt-rotor: 500 feet and 1 mile. Helicopter/tilt-rotor FCF/ACF flights may be conducted under Special VFR conditions, but in no case with weather less than 500 feet and 1 mile. FCF/ACF hover checks may be performed when weather is less than the above, provided visual reference to the ground and obstruction clearance is maintained.
- 4.4.2.3. All other flights (Army contractors use AR 95-1):
- 4.4.2.3.1. Fixed Wing. In no instance shall a takeoff be attempted if the departure field's observed weather is lower than 300 feet and 1 mile, or the minimums for the expected approach to be flown in the event of an immediate landing at that field, whichever is higher. In no instance shall an approach be commenced if the observed weather at the destination airfield is lower than 300 feet and 1 mile, or the minimums for the approach to be flown, whichever is higher. If, after commencing, the weather drops below this minimum, the approach may be continued but under no circumstances shall the aircraft penetrate below minimums for that approach or 300 feet whichever is higher unless sufficient visual reference with the runway environment has been established.
- 4.4.2.3.2. Rotary Wing. In no instance shall a takeoff be attempted if the departure field's observed weather is lower than the minimums for the expected approach to be flown in the event of an immediate landing at that field. In no instance shall an approach be commenced if the observed weather at the destination airfield is lower than the minimums for the approach to be flown. If, after commencing, the weather drops below this minimum, the approach may be continued but under no circumstances shall the aircraft penetrate below minimums for that approach unless sufficient visual reference with the runway environment has been established.
- 4.4.2.4. UA Weather Minimums for all Flights. As written in the contract. If not specified in the contract, <u>Service Guidance</u> minimums for specific UA model will apply. If <u>Service Guidance</u> does not exist, then the contractor shall establish minimums commensurate with safe operation of the aircraft in concurrence with the Program Office.
- 4.4.3. Required daylight operations.
- 4.4.3.1. All check flights shall commence no earlier than official sunrise and terminate no later than official sunset. Exception: When a flight is required only to check the operations of auxiliary systems or components (unrelated to airworthiness, flight performance, or basic flight instruments), the flight may be flown during the hours of darkness.
- 4.4.3.2. Experimental/Engineering flights shall be conducted between official sunrise and sunset unless night operations are specifically required by the test plan/mission.

- 4.4.4. Flight operating limits. <u>Service Guidance</u> shall be used for all operating limits. In the absence of <u>Service Guidance</u>, maneuvering parameters such as minimum altitudes and operating limits similar to Service requirements for like aircraft missions and events shall be included in the Procedures.
- 4.4.5. Filing of flight plans. Local procedures for filing of flight plans shall be addressed. Flight plans shall be filled out and filed in accordance with FAA/Service/host nation regulations.
- 4.4.6. Arming and disarming (if applicable). The Procedures shall mirror Service, Tech Order, Tech Manual, and any applicable local procedures for arming and disarming procedures.
- 4.4.7. Live fire, laser, and gunnery operations. If conducted, the Procedures shall mirror Service, Tech Order, Tech Manual, and any applicable local procedures.
- 4.4.8. Night Vision/low light operations. If conducted, the Procedures shall mirror Service, Tech Order, Tech Manual, and any applicable local procedures.
- 4.4.9. Aircrew Flight Equipment Life Support, and Survival Gear (AFE/ALSE/ALSS). Provide procedures to identify the methods to issue, care, inspect, clean, and store equipment.
- 4.4.10. Experimental and Engineering Test Operations. This area shall address the contractor's specific procedures for experimental tests, engineering tests, and associated ground operations of Government aircraft.
- 4.4.11. Aircrew and Contractor Response to Emergencies:
- 4.4.11.1. Radio failure,
- 4.4.11.2. Landing gear malfunctions,
- 4.4.11.3. In-flight fire,
- 4.4.11.4. Barrier and arresting gear engagement,
- 4.4.11.5. Controlled bailout/ejection,
- 4.4.11.6. Jettisoning (fuel, armament, cargo),
- 4.4.11.7. Minimum and emergency fuel (UA battery capacity (if applicable)),
- 4.4.11.8. Emergency aircrew extraction,
- 4.4.11.9. Emergency aircraft movement (flightline, severe weather),
- 4.4.11.10. Hot brakes,
- 4.4.11.11. Inflight LASER illumination of aircraft,
- 4.4.11.12. Hazardous material,
- 4.4.11.13. UA ground control station,
- 4.4.11.14. Chase aircraft procedures (if applicable) (e.g., lost comm, lost sight, lead/chase responsibilities, etc.),
- 4.4.11.15. Any other airfield specific emergency procedures.

- 4.4.12. Aircrew and Flight Briefing Guides. Mission/aircraft specific Service briefing guides, or GFR approved equivalent, shall be used for conducting these briefings. In the absence of such briefing guides, the contractor shall develop briefing guides similar to what the Service uses for like aircraft and missions.
- 4.4.13. Mission Briefings (Army). Whenever a contract pilot serves as a pilot-in-command (PC) on a mission in a contracted aircraft a mission briefing shall be conducted by contract personnel. The contractor shall designate in writing those pilots and supervisory personnel authorized to conduct mission briefings. Only a designated mission briefer can conduct the mission briefing. Self-briefing is not authorized.
- 4.4.14. Weight and Balance. Contractors shall develop procedures for completing aircraft weight and balance clearance forms prior to flight.
- 4.5. Crewmember Training Requirements.
- 4.5.1. Initial Qualification Training. For qualification in mission/type/design and series of aircraft, GFR approval depends on crewmember experience and proficiency equal to the type of flying contemplated or conducted. Initial qualification training shall be per Service Guidance in the specific mission, type, design, and if appropriate, series aircraft. Differences in series aircraft and any special equipment or systems should also be addressed during initial training. If provided, the contractor's in-house training program shall be equivalent to the Services'. When aircraft flight simulators exist for the type aircraft being flown, crewmembers shall complete emergency procedures simulator training. The duration of the training session shall be commensurate with Service requirements. When no simulator exists, emergency procedures training shall be accomplished in an actual or mockup cockpit by an instructor. A comprehensive written examination on the applicable mission, type, design, and if appropriate, series of aircraft must be completed. Knowledge of all the aircraft systems, including normal and emergency procedures, must be demonstrated to an instructor pilot. In the absence of a Service defined program or when limited by the contract, the contractor shall recommend an initial qualification program which is similar to programs the Services use for like aircraft to the GFR for approval.
- 4.5.2. Crewmember Currency Requirements.
- 4.5.2.1. General Requirements. Currency applies to minimum hour/sortie/event requirements necessary to maintain qualification in a particular type/design aircraft. Contractor crewmembers shall maintain all applicable currencies required by the procuring Service for each flight operation/event (in which qualification is maintained), in the designated aircraft and crew position. If this guidance doesn't exist, the contractor shall develop and submit a recommended currency program (similar to Service requirements for like aircraft, missions and events) to the GFR for approval. Contractor training procedures shall For COCO operations the training program is not tied to Service Guidance, but all training programs must be sufficient to ensure that the aircrew are proficient for the mission to be flown before assigning that crewmember to the flight schedule. The Procedures shall:
- 4.5.2.1.1. Describe the methods used to ensure that aircrews maintain currency, and don't perform tasks for which they are not current and qualified.

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- 4.5.2.1.2. Identify the office/title of the individual responsible for overseeing Paragraph 4.5.2.1.1. (above).
- 4.5.2.1.3. Publish a table of the specific <u>Service Guidance</u> used for currency, and recurrency/proficiency requirements.
- 4.5.2.1.4. Proration. A crewmember performing on a contract for less than a semiannual training period shall accomplish a prorated share of the minimum requirements based on the percentage of the remaining training period. Accomplishment of these currency requirements should be distributed evenly throughout the calendar period to enhance aircrew skill levels.
- 4.5.2.2. Using Civil Aircraft to Maintain Currency on Contract Aircraft. Generally, the operation of civil aircraft does not contribute to currency and proficiency requirements for the operation of Government aircraft unless the civil and Government aircraft are similar in handling qualities and have basically the same aircraft systems (fuel, electrical, hydraulic, cockpit layout, etc.), as determined by the GFR. When the GFR allows the use of civil aircraft to count for requirements, the records of the contractor crewmember will be annotated to indicate the specific civil aircraft used.
- 4.5.2.3. Contractor pilots (Army) contracted to conduct initial aircraft qualification, initial Maintenance Test Pilot qualification, or administration of the Army Aircrew Training Program shall be qualified and maintain currency per AR 95-1 and the applicable Aircrew Training Manual (ATM). Such designated pilot positions include; IP, SP, IE, and ME.
- 4.5.3. Multiple Aircraft Qualification Currency Requirements. Contractor crewmembers maintaining qualifications in multiple aircraft under contract shall accomplish a minimum of 50 percent of the Service currency requirements in each aircraft. Contractor crewmembers qualified in other than Government aircraft in a professional capacity shall have their records so noted, but approval for such additional qualification shall not be the responsibility of the GFR, nor does it constitute multiple qualification under this Instruction.
- 4.5.3.1. GFRs may authorize contractor crewmembers to maintain qualification in two different series of the same aircraft design (model).
- 4.5.3.2. Authority to approve multiple qualifications in two or more different design (model) aircraft, three or more series of the same aircraft design (model), or any other combination of mission/design/series, rests with the Service waiver authority for this Instruction. Exception: GFRs may authorize contractor UA-Operators in Group 1 or Group 2 aircraft to maintain qualification in up to 4 UAs (within the same Group) without the need for Service approval. USAF Only: Multiple qualifications are at the mission and design levels, IAW AFI 11-202 Vol 2 (AFMC Supplement). See AFI 11-502 Vol 2 (AFMC Supplement) for SUAS multiple qualifications.
- 4.5.4. Night and IMC. There is no requirement for contractor pilots and copilots to fulfill night or instrument requirements, except in those cases where night or instrument flying by contractor personnel is required by contract. Pilots maintaining night flying currency must also maintain instrument currency except in aircraft not certified for instrument flight. Training and currency requirements for night currency and other

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events shall be accomplished in the contractor's flying program under the provisions of the contract.

- 4.5.5. Special Flight Events. The contractor shall ensure that crewmembers are properly trained in flight operations which require special maneuvers or qualifications; e.g., formation, air refueling, BFM, ACBT, low level, night vision devices, weapons delivery etc. Currency requirements for these operationally oriented flight events shall be per Service Guidance.
- 4.5.6. Periods of Reduced Flight Time Availability. When contractor crewmembers cannot meet training requirements because of low density production or developmental aircraft, the contractor shall develop and submit a recommended alternative training plan for category/design aircraft through the GFR and ACO to the appropriate waiver authority. An example of such a training plan would be to substitute 50 percent of the Service requirements in a similar aircraft or compatible simulator. Such approvals must be obtained for each applicable semiannual period.
- 4.5.7. Recurrency/Requalification. When crewmembers fail to maintain basic aircraft qualification currency they shall not be permitted to fly as crewmembers on Government aircraft except for appropriate recurrency/requalification training. The contractor shall develop and submit a recommended recurrency program (similar to Service requirements for like aircraft, missions and events) to the GFR for approval.
- 4.6. Crewmember Ground Training Requirements. The contractor shall develop a ground training program which includes (as a minimum) the requirements of this section. The Procedures must assure that aircrews do not fly if training requirements have not been meet.
- 4.6.1. Crewmember and non-crewmember requirements (*Paragraph 4.6.1 and its subparagraphs do not apply to UA operators*).
- 4.6.1.1. Physiological training. All crewmembers and non-crewmembers shall receive the appropriate physiological training identical to the analogous Service crew position and mission parameters. Physiological training for pilots and copilots shall include spatial disorientation demonstrations and training to the maximum extent possible. Refresher training shall be accomplished per Service Guidance. This training, if required by Service Guidance, may be waived by the GFR for non-crewmembers required to fly no more than once in a 12 month period.
- 4.6.1.2. Aircraft Egress/Evacuation Training. This training shall cover a review of aircraft emergency equipment and escape procedures. Training shall be tailored to the type(s) of aircraft and crew position in which the individual maintains qualification. The contractor shall ensure that all crewmembers and non-crewmembers receive annual egress training. As appropriate, egress/evacuation training shall address a minimum of the following:
- 4.6.1.2.1. Egress methods (ground and flight),
- 4.6.1.2.2. Ejection seat normal and emergency procedures to include automatic modes.
- 4.6.1.2.3. Seat kit modes of operation and deployment,

- 4.6.1.2.4. Post ejection checklist items,
- 4.6.1.2.5. Parachute operation to include malfunctions and landing techniques,
- 4.6.1.2.6. Fire extinguisher training/refresher and,
- 4.6.1.2.7. Use of smoke masks.
- 4.6.1.3. AFE/ALSE/ALSS training. The frequency and content of training shall be based on Service Guidance.
- 4.6.1.4. Water Survival Training/Under Water Egress Training. Currency is required prior to operating any Government aircraft over open water beyond the gliding distance to land. The frequency and content of training shall be based on Service Guidance. Training shall be given by a qualified life support/survival equipment instructor or by attending a Service water survival refresher course. Water survival training shall be tailored to the type(s) of aircraft and crew position(s) for which the individual maintains qualification. This training, if required by Service Guidance, may be waived by the GFR for non-crewmembers required to fly no more than once in a 12 month period.
- 4.6.1.5. Land Survival Training. The frequency and content of training shall be based on Service Guidance.
- 4.6.2. Additional Requirements for Crewmember. The frequency and content of training shall be tailored to meet minimum requirements of the Procuring Service.
- 4.6.2.1. Academic Training. Aircrew members shall complete academic refresher training to include self-instruction. As a minimum, this training shall address the following topics (as appropriate): FCF/ACF procedures; aircraft normal and emergency systems/operations; Tech Manual notes, warnings and cautions; flight test areas and procedures; local airfield and ATC procedures; review of the Procedures and Service Guidance used. This training may be conducted during monthly flying safety meetings.
- 4.6.2.2. Emergency Procedures Training. This training may include the use of simulators belonging to either the contractor or the Government. A qualified simulator instructor or IP is required to supervise this training. If a compatible simulator does not exist, an IP may provide this training in a crew station mockup or cockpit. The frequency and content of training shall be based on <u>Service Guidance</u>.
- 4.6.2.3. Crew/Cockpit Resource Management Training (CRM)/Aircrew Coordination Training-Enhanced (ACT-E). The contractor shall ensure that all crewmembers receive the CRM/ACT-E training required by <u>Service Guidance</u>.
- 4.6.2.4. Initial Centrifuge Training (Air Force). All crewmembers and non-crewmembers who fly Active Sustained High G Aircraft (SHGA) must complete centrifuge training in accordance with <u>Service Guidance</u>. SHGA are capable of rapid Gonset rates (greater than 3.0 G/sec) and sustained (greater than 5 seconds) G-loading of greater than 6.0 G. Current examples of aircraft that meet this definition are: A-10; T/AT-38; F-4; F-15; F-16; F-22; and F-35.
- 4.7. Crewmember Evaluations.
- 4.7.1. General. Approved contractor crewmembers must be evaluated on their ability to perform assigned duties and designated flight tasks, including operating all the

aircraft systems related to their crew position. They must perform assigned aircrew functions safely and effectively. Flight and ground evaluations shall be accomplished in accordance with Service Guidance. All evaluations conducted by the Government shall be coordinated with and approved by the GFR. If a pilot exceeds the currency period for the instrument check, he/she shall not fly IFR unsupervised by an IP until the evaluation is satisfactorily completed. Evaluations may be conducted as an integral part of the regularly scheduled flights. The Procedures shall describe the methods used to ensure that aircrew evaluations do not lapse.

- 4.7.2. No-Notice Evaluations. Contractor crewmembers are subject to no-notice flight evaluations.
- 4.7.3. Flight Evaluations. Flight evaluations shall be administered to the contractor crewmember either by an approved contractor flight evaluator/instructor or by a qualified Government evaluator/instructor, at the direction of the GFR. The senior contractor examiner pilot shall receive initial/recurring evaluations by a Government pilot authorized to administer that evaluation to Service aircrews.
- 4.7.4. Contractor pilots designated as IE, SP, IP, or ME for the administration of the Army ATP shall be evaluated annually by a Government pilot authorized to administer that evaluation to Service aircrews.
- 4.8. Forms and Records.
- 4.8.1. Requests For Flight Approval. GFR written approval is required for all flights under this Instruction.
- 4.8.1.1. Procedures shall outline requirements for completion and submission of <u>DCMA Form 644</u>, *Request For Flight Approval* (<u>Attachment 2</u>), or GFR approved equivalent form. GFR approved alternate forms shall contain the same required information depicted on the <u>DCMA Form 644</u>.
- 4.8.1.2. The Government's assumption of risk of loss under the <u>GFRC</u> does not extend to flights not previously approved in writing by the GFR, or to flights which the corresponding flight approvals have been altered following the GFR's signature and without the GFR's approval.
- 4.8.1.3. The names of all crewmembers, non-crewmembers, and passengers (Government or contractor) flying on aircraft in accordance with this Instruction, must be depicted, or attached to, the *Flight Approval Request*.
- 4.8.1.4. The flight approval request must be completed through block 8 for approval. Specifically, the following items must be completed in detail:
- 4.8.1.4.1. Block 2 A by-name listing of all crewmember personnel, by position, authorized to participate in the flight. Contractors shall identify the PIC in Block 2.
- 4.8.1.4.2. Block 3 A by-name listing of all non-crewmember personnel, by position, authorized to participate in the flight.
- 4.8.1.4.3. Block 7 Type of flight, profile, governing directives, test plan, flight release, etc. Include flight area, route of flight, stops, and destination.

- 4.8.1.4.4. Block 8 Signature and contact information of CRO who certifies that the flight is in accordance with the flight program authorized by the contract and shall be conducted in accordance with the approved flight operations procedures.
- 4.8.1.4.5. Block 9 GFR signature. Must be in writing. A digitally signed email meets this requirement.
- 4.8.1.4.6. Block 10-13 Record the applicable information upon completion of the flight and provide to the GFR within 24 hours. The GFR may waive this requirement for operations where the contractor aircrew are embedded in Service units.
- 4.8.1.4.7. Once the flight approval is signed, contractors shall not deviate from the authorized profile without advance approval in writing from the GFR. A digitally signed email from the GFR meets this requirement.
- 4.8.2. Contractor Crewmember Record. Use <u>DD Form 1821, Contractor Crewmember Record</u>, (<u>Attachment 4</u>), or Service forms and directives, to record individual crewmember training, qualifications, flight time and approval to operate Government aircraft.
- 4.8.3. Training Folder. Maintain a training folder on each crew/non-crewmember in training status. This folder serves as a management tool to record training progress and assist in the orderly progression of training. The folder shall contain:
- 4.8.3.1. A "Training Recap Table" listing all training required by the upgrade program. This table should fully identify prerequisite events and should allow the instructor to document the date an event was completed;
- 4.8.3.2. A record of the grade and date of the current aircraft and aircrew examinations;
- 4.8.3.3. Hours, types, and dates of ground schools completed; and,
- 4.8.3.4. Each training and checkout flight numbered with a résumé as to the areas covered, including how the trainee performed during that training period.
- 4.8.4. Records (Crewmember). Maintain a record folder for each crewmember after the completion of training and qualification. A method shall be established to inform the GFR when these documents are renewed or expire, or are withdrawn or canceled. There is no requirement to maintain records for crewmembers no longer on flight status. Include in the record folder:
- 4.8.4.1. Training records as required in Paragraph 4.8.3, above, for at least 18 months or per <u>Service Guidance</u>, whichever is longer;
- 4.8.4.2. Copies of GFR crewmember approvals. Include documented records of any completed special training which is needed to perform all maneuvers required to conduct the test, functional/acceptance check flights, and mission profile; e.g., formation, refueling, instrument, night, low level, etc.;
- 4.8.4.3. Current Medical Certificate. Note: Follow all Health Insurance Portability and Accountability (HIPAA) Privacy Rules regarding protection of medical records;

- 4.8.4.4. Certification of physiological training, altitude chamber, and centrifuge training, when required;
- 4.8.4.5. Certification of Life Support, egress and survival training;
- 4.8.4.6. FAA documents.
- 4.8.4.6.1. All applicable FAA Certificates and records of other qualifications;
- 4.8.4.6.2. Record that a Violation occurred (FAA or host nation) (Details provided upon request.);
- 4.8.4.7. Certification of recurring flight evaluations and prerequisite written and oral examinations. A copy of all flight evaluations shall be maintained for at least 18 months or per <u>Service Guidance</u>, whichever is longer; and,
- 4.8.4.8. Certification of CRM/ACT-E training.
- 4.8.5. Records (non-crewmember). A method shall be established to inform the GFR when these documents are renewed or expire, or are withdrawn or canceled. There is no requirement to maintain records for non-crewmembers no longer on flight status. Maintain a records folder for each non-crewmember that shall include as a minimum:
- 4.8.5.1. A completed copy of non-crewmember's authorization to fly or a copy of the CRO's non-crewmember list (per Paragraph 4.2.6.),
- 4.8.5.2. Military or FAA Medical Certificate. (Note: Follow all Health Insurance Portability and Accountability (HIPAA) Privacy Rules regarding protection of medical records.).
- 4.8.5.3. Certification of training and qualification,
- 4.8.5.4. Certification of physiological training and altitude chamber, when required,
- 4.8.5.5. Certification of applicable AFE/ALSE/ALSS, egress and survival training,
- 4.8.6. Flight Time Records. Maintain a record of each crewmember's flights to include:
- 4.8.6.1. Date and time,
- 4.8.6.2. Type mission,
- 4.8.6.3. Aircraft type/design/series,
- 4.8.6.4. Instrument time (actual, simulated),
- 4.8.6.5. Night hours and,
- 4.8.6.6. Pilot-in-Command, co-pilot, instructor pilot, etc. hours.
- 4.8.7. Access to Records. Crewmember/non-crewmember training folders, flight time records, and record folders shall be available to the GFR and other appropriate Government personnel at the request of the GFR. Records may be maintained electronically or hard copy in a format acceptable to the GFR.

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Chapter 5

GROUND OPERATIONS

- 5. <u>Ground Operations</u>. This section applies to contractor personnel who perform ground operations on aircraft, *including* for FOD and Tool Control per Chapter 3, Paragraph 3, and those personnel who operate and maintain ground equipment used in support of aircraft.
- 5.1. Ground Operations Procedures (GOPs). The contractor shall develop and follow written GOPs to ensure that only trained, qualified and certified personnel perform all aircraft ground operations, as applicable. Contractors perform many ground operations related to aircraft not specifically mentioned in this Instruction; however, <u>all hazardous ground operations</u> performed in, on and around aircraft must be addressed in the Procedures.
- 5.2. Training, Qualification and Certification. The contractor shall provide each employee comprehensive initial indoctrination training and continuation training sufficient to enable him/her to perform authorized ground operations in a safe and effective manner. Personnel authorized to operate aircraft systems/subsystems (pneumatics, hydraulics, electrical, flight controls, landing gear, etc.) shall be trained and qualified on receive training, qualification, and/or certification in each system and type/model aircraft operated. All personnel performing ground operations shall be qualified for the procedures they are required to perform (See GOP Training Matrix, Attachment 12, for minimum requirements). The contractor may determine the need, frequency, and requirements for recurring training, qualification, and certification unless prescribed by the contract, or this Instruction. Qualification can be obtained by demonstrating satisfactory skills on job knowledge, attending difference training, or by passing a written, oral, or performance evaluation for a specific task or operation.
- 5.2.1. Master Training Plan. Contractors shall develop, as part of their Procedures, a Master Training Plan to ensure that contractor personnel are qualified / certified to perform their tasks. The Master Training Plan shall include:
- 5.2.1.1. A roster of instructors,
- 5.2.1.2. Initial and continuation training shall include, as applicable, written and/or practical exams (identify minimum passing score),
- 5.2.1.3. Course nomenclature,
- 5.2.1.4. Course outlines and programs of instruction for each GOP,
- 5.2.1.5. A process that ensures courses are current,
- 5.2.1.6. A controlled process for tracking and forecasting training to ensure employees do not go non-current or perform tasks if their currency has expired,
- 5.2.1.7. A process to identify/establish training for new or emerging requirements,
- 5.2.1.8. A process for evaluating the previous training, qualification, and certification of new personnel.

- 5.2.1.9. A process for recertifying/requalifying personnel.
- 5.2.2. Training, qualification, certification, and training records. Employee Training Records (Electronic or Manual) will contain at a minimum:
- 5.2.2.1. Initial, recurring, currency/proficiency and re-certification training status for employees,
- 5.2.2.2. A record of successful course completion, date completed and next due date, as applicable,
- 5.2.2.3. Documentation of engine/APU/GTC run currency. Note: A separate run log may be maintained,
- 5.2.2.4. Other certifications, as appropriate and,
- 5.2.2.5. Records of medical examination type and currency as required (date accomplished & next due). Note: Follow all Health Insurance Portability and Accountability (HIPAA) Privacy Rules regarding protection of medical records.
- 5.2.3. Testing. Contractors shall:
- 5.2.3.1. Develop processes to ensure tests are not memorized / compromised over a period of time (e.g., multiple versions of each test, or randomly generated questions (computerized)). (Note: Emergency Procedures exams are exempt from the requirements of this paragraph.),
- 5.2.3.2. Provide a process for securing test material,
- 5.2.3.3. Retain latest exam results (e.g., pass/fail, score).
- 5.3. FOD and Tool Control. Note: NAS 412 is a useful starting point for developing a FOD and Tool Control Program.
- 5.3.1. The contractor shall develop a Foreign Object Damage prevention and Tool Control program which is planned, integrated, and developed in conjunction with Safety, Test, Engineering, Quality, Maintenance, Production, Manufacturing and Facility offices, as applicable.
- 5.3.2. FOD and Tool Control Processes, commensurate with the risk, shall be established for manufacturing, maintenance, modification, assembly and disassembly, and flight test/acceptance operations. FOD and Tool Control processes shall mitigate the FOD risk using control methods factoring the level of risk of migration, entrapment, encapsulation and damage. Strategies to mitigate the risk of FOD can include containment, accountability, documentation, use of technology, Non-Destructive Testing/Inspection (NDT/NDI), work instructions, design, inspection process, etc.
- 5.3.3. Specific FOD procedures shall address at a minimum:
- 5.3.3.1. Metrics, measures, data collection, analysis, trend identification, root cause analysis and corrective action (NOTE: the methodology for accomplishing these processes does not require GFR approval),
- 5.3.3.2. Management's role in FOD prevention (e.g., use of tool checks, response to lost tools, training program, etc.),

- 5.3.3.3. FOD Prevention Training. Initial, recurring,
- 5.3.3.4. Designation of FOD zones/areas (as appropriate), and controls governing each zone/area (e.g., increased restrictions/vigilance). Zones may be differentiated based on the level of risk,
- 5.3.3.5. Housekeeping. Shall include timely cleaning activities of areas off the product when generated work debris poses a migration potential increasing the risk of FOD.
- 5.3.3.6. Clean-As-You-Go. Shall include timely cleaning activities of areas within the aircraft/product when generated work debris poses a potential for migration and entrapment,
- 5.3.3.7. Use and control of FOD protection devices/barriers (e.g., caps/plugs, dust covers, intake/exhaust/pitot covers, pads, etc.) for open component ports, tubing, lines, ducting, electrical connectors, protection of surfaces/edges, etc.,
- 5.3.3.8. Control of FOD on runways, taxiways, flightline, parking areas, aprons, hardstands and aircraft/engine run up areas to include trim pads, hush houses, and test cells through the use of sweepers, FOD walks, etc.,
- 5.3.3.9. Reporting and tracking of degraded ramp/taxiway/runway surfaces and interim procedures for operating in or around degraded areas and during construction activities,
- 5.3.3.10. Vehicle traffic entering aircraft operational areas (e.g., rollover checks, FOD shakers, etc.),
- 5.3.3.11. Recurring FOD Prevention Meetings (no less frequent than quarterly). Includes lessons learned; problem areas; trend analysis/results,
- 5.3.3.12. FOD awareness briefings and/or procedures for visitors. Government employees/visitors shall follow the approved contractor's FOD prevention procedures. Contractors shall develop specific procedures for aircrew access,
- 5.3.3.13. Tool, Equipment and Item Control procedures shall address at a minimum:
- 5.3.3.13.1. Inventory, Accountability, Traceability (e.g., shadow boxing, automated inventory systems, tool chits, Radio Frequency Identification (RFID), automated dispensing units, tool tags, serializing/etching, kitting, documenting work plans, inspections, tool/item issue/return process, control logs, etc.),
- 5.3.3.13.2. Items too small to etch/mark shall be listed by description on inventories (e.g., 12 apexes + kit/container), and containerized with like items (if applicable),
- 5.3.3.13.3. Inventory lists shall be of sufficient detail to identify tool type, location in the tool box (if applicable), and description of sub-components (e.g., feeler gauge/12 blades).
- 5.3.3.13.4. Control and inventory of specialty tools and test equipment,
- 5.3.3.13.5. Management Responsibilities (e.g., documented periodic surveillance/assessment of tool inventories, etc.),
- 5.3.3.13.6. Tool Crib Attendant Responsibilities (e.g., issue, turn in, inventories, etc.),

- 5.3.3.13.7. User Responsibilities (e.g., pre and post-use inspections to include inventory and serviceability; taking the minimum required to accomplish the task, etc.),
- 5.3.3.13.8. Methods for controlling specialty tools, shop aids, clamps, *clecos*, fixtures, etc., required to be installed on the aircraft/product for extended periods of time (over one shift),
- 5.3.3.13.9. Unserviceable Tools. Procedures shall ensure unserviceable tools are removed from use.
- 5.3.3.13.10. Methods for controlling consumables. This includes: perishable tools such as drill bits, cutters, reamers etc., that are periodically replaced due to wear, and expendable items such as rags, wipes, tongue depressors, acid brushes, sandpaper, applicators, sealant, glue, tape rolls, scrapers, etc. that are expended during use,
- 5.3.3.13.11. Methods for controlling small hardware and miscellaneous small parts (e.g., fasteners, clecos, clamps, nuts, bolts, and washers) used in, on, and around the aircraft and aircraft components (e.g., uninstalled wing, fuselage, tail section, engines etc.), and support equipment,
- 5.3.3.13.12. Methods for controlling personal items (e.g., pens, pencils, jewelry, PDAs, MP3 players, cell phones, watches, keys, lighters, coins, wallets) during ground operations.
- 5.3.3.14. Lost Tool/Item Procedures. Shall include procedures for: non-attribution reporting, search process, documentation, GFR notification, and incident closeout. Aircraft shall not be released for flight until the contractor has concluded the search process. The Aircrew shall be briefed on all incidents of lost *tools/items reported missing and not recovered, that the contractor determines may still be on the aircraft. The aircraft records shall be annotated to reflect the lost items.*
- 5.4. Aircraft Engine/APU/GTC Operation (Ground Personnel). Procedures shall address at a minimum:
- 5.4.1. Engine/APU/GTC Run Certification Program. Personnel authorized to start and operate aircraft engines, APU/GTCs, and uninstalled engines shall be certified. Aircraft engine motoring shall only be performed by trained and certified engine run operators. Operators may maintain qualifications in multiple aircraft, engine, APU/GTC types,
- 5.4.2. Engine Operations. The contractor shall ensure that the correct checklist and procedures are used. Helicopter and tilt-rotor (including UA helicopter/tilt-rotor) ground engine operations shall only be performed by pilots (UA operators) current and qualified in the aircraft/UA. Certified ground personnel may conduct helicopter and tilt-rotor APU/GTC operations,
- 5.4.3. Training. Ground personnel who operate aircraft engines, APUs, or GTCs shall be trained, pass a written exam, pass an emergency procedures test with a score of 100%, receive practical instruction (may be accomplished using a flight crew simulator) and be evaluated by a certifier for each aircraft type, model, series for which they are being certified.
- 5.4.3.1. There are three required phases of training for operating aircraft engines.

- 5.4.3.1.1. Phase I Training (Academic).
- 5.4.3.1.1.1. General aircraft familiarization shall include, as a minimum, basic Mission, Design, Series, airframe characteristics, aircraft safe-for-maintenance procedures, cockpit configuration and systems, throttles and aircraft controls, egress, normal and emergency braking systems, aircraft system & subsystems operation, UHF/VHF radio operation, air traffic control (ATC) tower procedures, emergency radio transmissions, installation & removal of aircraft restraining devices (if applicable), thorough review of tech data procedures with emphasis on notes, cautions, & warnings, engine/APU/GTC operation, to include normal operational parameters and limitations, aircraft and engine/APU/GTC emergency procedures (critical actions) and operating limitations. Procedures identified as critical memory items must be memorized.
- 5.4.3.1.1.2. Complete an engine operation parameters/limitations test and an emergency procedures test. Emergency procedures must include all applicable emergency procedures identified in the engine/aircraft/APU/GTC technical data. Emergency procedures (critical actions) tests must shall be fill-in-the-blank, written out, i.e., not multiple choice, and require a 100% score.
- 5.4.3.1.2. Phase II Practical (Aircraft Cockpit or Simulator).
- 5.4.3.1.2.1. Students shall demonstrate knowledge and proficiency in the following areas prior to performing an actual engine start:
- 5.4.3.1.2.1.1. Proper Run clearance procedures,
- 5.4.3.1.2.1.2. Cockpit scanning techniques/patterns,
- 5.4.3.1.2.1.3. UHF/VHF radio operation, ATC tower procedures, and emergency radio transmissions,
- 5.4.3.1.2.1.4. Normal APU/GTC/engine start, run, and shutdown procedures, including notes, cautions, and warnings,
- 5.4.3.1.2.1.5. Augmentor/afterburner or thrust reverser operation as applicable, including notes, cautions, and warnings,
- 5.4.3.1.2.1.6. Aircraft systems/subsystems normal operating parameters, including notes, cautions, and warnings,
- 5.4.3.1.2.1.7. Egress procedures,
- 5.4.3.1.2.1.8. Normal and emergency braking operation,
- 5.4.3.1.2.1.9. Ensure emergency procedures (critical actions) are memorized. Instructors will evaluate the student on response time and ability to handle emergency situations.
- 5.4.3.1.3. Phase III Actual Aircraft Engine Run. Students shall be evaluated by a certifying official on all items in Phase II.
- 5.4.4. Currency/Proficiency:
- 5.4.4.1. 90-day: Perform a run for each aircraft/engine/APU/GTC type. *Engine runs in an engine test cell cannot be used for currency in the aircraft. Currency may be*

maintained by the use of a GFR approved simulator on an alternating (every other engine run) basis.

- 5.4.4.2. Annual:
- 5.4.4.2.1. Pass a written procedures and emergency procedures test,
- 5.4.4.2.2. Complete an engine run evaluation by an engine run certifier,
- 5.4.4.2.3. Complete an APU/GTC run evaluation by an APU/GTC run certifier.
- 5.4.4.2.3.1. To regain 90 day currency, operator must complete an engine/APU/GTC run under the supervision of a certifier. *GFR approved aircraft simulators may be used to regain currency.* Annotate recurrency in the operator's training record.
- 5.4.5. Engine Run Certifiers. Personnel authorized to certify engine run operators must be appointed in writing. They shall be current and qualified in the operation and shall receive their annual exam from a Government or contractor engine run certifier. The GFR/GGFR may restrict certifier status and or require use of military certifiers.
- 5.5. Medical (Physical) Requirements for Ground Personnel.
- 5.5.1. All personnel performing engine runs, ground taxi, towing (except wing walkers), or operating self-propelled support equipment, shall receive a physical examination from a licensed physician prior to conducting these operations, and subsequently on a specified periodic basis (not to exceed 5 years). The physician shall determine, based on job requirements, that the individual can safely perform the specific operations for which they are certified.
- 5.5.2. Records. The contractor must only place a medical statement in the employee's record that indicates the artisan/technician has been medically qualified for applicable tasks (include the completion date). The actual physical results must <u>not</u> be placed in the training record (violation of HIPAA).
- 5.6. Aircraft Ground Support Equipment (AGSE). This area includes, powered and non-powered aerospace ground equipment (AGE) operations (e.g., powered: external Auxiliary Power Units (APU)/Gas Turbine Compressor (GTCs), hydraulic test stands, light carts, etc.; non-powered: nitrogen/oxygen servicing carts, lifting devices, cradles, slings, support devices, aircraft work stands, tow bars, etc.). Procedures shall address at a minimum:
- 5.6.1. Periodic inspection/maintenance program to ensure serviceability and safety of equipment. Include maintenance/inspection methods and standards. Technical data must be referenced and used to develop scheduled/preventative maintenance plan,
- 5.6.2. Management of equipment maintenance/inspection and historical records,
- 5.6.3. User requirements (e.g., pre-operational inspections/documentation),
- 5.6.4. Tracking systems for preventative maintenance, time-changes and equipment items requiring calibration, next inspection due date,
- 5.6.5. An equipment identification process (e.g., unit numbers, bar codes, etc.),
- 5.6.6. Configuration control/management (e.g., Time Compliance Technical Orders, Service Bulletins, recalls of commercial equipment, safety alerts, etc.),

- 5.6.7. Corrosion control,
- 5.6.8. Equipment in overdue status but in-use and cannot be removed (i.e., jacks installed for extended periods, fixtures, cradles, etc.),
- 5.7. Airfield and Facility Vehicle Operation. Procedures shall address at a minimum:
- 5.7.1. Vehicle operation (to include self-propelled equipment) in proximity of aircraft, aircraft components and support equipment,
- 5.7.2. Safe operating speeds,
- 5.7.3. Spotter requirements for backing, etc.,
- 5.7.4. Vehicle pre-operational/safe-to-operate inspection requirements.
- 5.8. Aircraft servicing. Procedures shall address at a minimum:
- 5.8.1. Refuel/defuel process,
- 5.8.2. Fuel servicing equipment,
- 5.8.3. Fuel storage,
- 5.8.4. Fuel quality,
- 5.8.5. Hydraulic systems, engines, gearboxes, propellers, landing gear struts, accumulators, etc. (to include prevention of cross-contamination),
- 5.8.6. Oxygen (liquid and gaseous),
- 5.8.7. Aircraft tires,
- 5.8.8. Grease guns, dispensing cans, spray bottles, pump oilers, etc. and,
- 5.8.9. Processes for preventing cross-contamination.
- 5.9. Aircraft Ground Handling. Procedures shall address at a minimum:
- 5.9.1. Towing (includes towing by hand):
- 5.9.1.1. Towing Pre-briefings to include risk management,
- 5.9.1.2. Identification of towing supervisor,
- 5.9.1.3. Required personnel,
- 5.9.1.4. Towing speeds,
- 5.9.1.5. Towing in congested areas,
- 5.9.1.6. Tow vehicle operation,
- 5.9.1.7. Aircraft setup/configuration as required by applicable aircraft technical guidance,
- 5.9.1.8. Towing during reduced visibility, (use of lighted wands, etc.),
- 5.9.1.9. Communications external to tow team,
- 5.9.1.10. Signaling for normal and emergency stops (e.g., whistles, horns, radios) and,

- 5.9.1.11. Emergency aircraft movement (hangar/flightline, fire/severe weather).
- 5.9.2. Marshalling:
- 5.9.2.1. Aircraft obstacle clearance distances,
- 5.9.2.2. Use of standardized FAA, ICAO, or <u>Service Guidance</u> hand/wand signals,
- 5.9.2.3. Marshalling team member positions in relation to the aircraft and,
- 5.9.2.4. Special equipment used for limited visibility marshalling operations (e.g., reflective vests and lighted wands).
- 5.9.3. Mooring and Tie Down:
- 5.9.3.1. Aircraft specific tie-down points,
- 5.9.3.2. Ground tie-down locations,
- 5.9.3.3. Use of approved tie-down equipment for the specific aircraft and,
- 5.9.3.4. Grounding requirements. (Note: For permanent or long-term sites, MIL-HDBK-274, Electrical Grounding for Aircraft Safety, provides guidance.).
- 5.9.4. Jacking:
- 5.9.4.1. Identification of jacking supervisor,
- 5.9.4.2. Pre-briefing,
- 5.9.4.3. Required personnel,
- 5.9.4.4. Communication and signaling between jack team members,
- 5.9.4.5. Pre-operational inspection of jacking equipment,
- 5.9.4.6. Pre-operational inspection of location to ensure surface is clean, level, of appropriate weight rating, and the location is sufficiently clear of hazards (e.g., jet/prop blast, obstacles),
- 5.9.4.7. Proper securing/configuring of jacks after aircraft is jacked (e.g., locking rings, relieving manifold pressure, etc.) and,
- 5.9.4.8. Aircraft specific requirements (e.g., weight and balance, jack-points, configuration).
- 5.9.5. Taxiing by Ground Personnel:
- 5.9.5.1. Procedures shall ensure only trained, qualified, and certified personnel shall taxi aircraft,
- 5.9.5.2. Follow Service Guidance,
- 5.9.5.3. Ground personnel shall not conduct taxi operations on rotor-wing or tiltrotor aircraft, nor shall they conduct high speed taxi.
- 5.10. AFE/ALSE/ALSS. System/Component Maintenance and Storage. Procedures shall address at a minimum:

- 5.10.1. Training. All personnel performing maintenance, removal, installation, operational checkout of ALSE must be trained and certified formally through Service or equivalent commercial training,
- 5.10.2. Service or commercial technical guidance, whichever is applicable, will shall be used to develop training and perform maintenance,
- 5.10.3. Proper documentation of all equipment inspection records, forms, cards or information systems,
- 5.10.4. Work center explosive safety program, as applicable,
- 5.10.5. Temperature and relative humidity requirements in accordance with applicable technical data for the chute drying and packing areas,
- 5.10.6. Serviceability/calibration requirements for all equipment used to service and maintain (e.g., parachute-packing tables must be smooth, free of slivers and other defects that will cause damage to parachutes),
- 5.10.7. Proper storage of ALSE (e.g., dry well-ventilated area free of dust and other contaminants),
- 5.10.8. Monitoring/recording of temperature when performing life raft and life preserver leakage tests, as required,
- 5.10.9. Moisture and oil-free air source used to inflate rafts and life preservers,
- 5.10.10. Lead seal crimping tools and crimping requirements/procedures and,
- 5.10.11. Oxygen systems maintenance requirements (e.g., regulators, lines, OBOGS, etc.).
- 5.11. Egress System/Component Maintenance and Storage. Procedures shall address at a minimum:
- 5.11.1. Training. All personnel performing maintenance, removal, installation, operational checkout of egress seats/components must be system certified formally through a Service school or by an equivalent Original Equipment Manufacturer (OEM) certified trainer trained and certified through Service or equivalent commercial training,
- 5.11.2. Initial and annual "Safe-for-Maintenance" and system familiarization training for all employees that have a need to gain access to cockpits or crew stations equipped with ejection or extraction systems and/or explosive operating canopy removal systems,
- 5.11.3. Service or commercial technical guidance, whichever is applicable, will be used to develop training and perform maintenance,
- 5.11.4. Proper documentation of all equipment inspection records, forms, cards or information systems,
- 5.11.5. Proper inspection, maintenance, handling and storage of Cartridge/Propellant Activated Devices (CAD/PAD) and other explosives applicable to facility/contract,
- 5.11.6. Work center explosive safety program,
- 5.11.7. Access to Egress seats/components restricted to authorized personnel only,

- 5.11.8. Proper storage of Egress seats/components (e.g., dry well-ventilated area free of dust and other contaminants) and,
- 5.11.9. Lead seal crimping tools and crimping requirements/procedures,
- 5.12. Aircraft/Equipment Hydraulic Fluid Analysis Program. Procedures shall address at a minimum:
- 5.12.1. Hydraulic fluid contamination surveillance program for both aircraft and GSE (as applicable IAW technical data) to include test equipment used for operational checks of removed components,
- 5.12.2. Sampling,
- 5.12.3. Proper handling of samples to prevent contamination,
- 5.12.4. Testing methods (e.g., patch and/or portable oil diagnostic system),
- 5.12.5. Testing results for all aircraft and GSE and,
- 5.12.6. Required actions for abnormal results.
- 5.13. Oil Analysis Program. Procedures shall address at a minimum:
- 5.13.1. Technical data requirements,
- 5.13.2. Sampling,
- 5.13.3. Proper handling of samples to prevent contamination,
- 5.13.4. Testing results and,
- 5.13.5. Required actions for testing results.
- 5.14. Test, Measurement, and Diagnostic Equipment (TMDE). Procedures shall address at a minimum:
- 5.14.1. Management and tracking of equipment,
- 5.14.2. Use of technical data,
- 5.14.3. Standards traceable to the National Institute of Standards and Technology or host nation equivalent,
- 5.14.4. Notification and recall process for equipment due calibration,
- 5.14.5. Management actions required for overdue items and,
- 5.14.6. Required actions for items identified as Out-of-Tolerance,
- 5.14.7. Process for removing/quarantining dropped/damaged items to ensure calibrated items with an unknown status are not used.
- 5.14.8. User requirements to ensure calibrated items are verified prior to use.
- 5.15. Weight and Balance. The following references are good sources of information for developing Weight and Balance procedures: TM 55-1500-342-23 (US Army); NAVAIR 01-1B-50 (US Navy/US Marine Corps); T.O. 1-1B-50 (US Air Force); CGTO 1-1B-50 (US Coast Guard). Procedures shall address at a minimum:
- 5.15.1. Maintenance, storage, calibration, and handling of scales and/or load cells,

- 5.15.2. When an Automated Weight and Balance System (AWBS) is used, ensure a process is implemented to receive and install updated versions,
- 5.15.3. Use of technical data and,
- 5.15.4. General procedures:
- 5.15.4.1. Equipment. This area includes: Weighing Equipment, Weighing Accessories, Weighing Procedures, Aircraft Leveling, Dimensions Required for CG Location, Projection of Points to the Floor, Taking Measurements, Recording Weight and Dimensions, and Verification of Weighing Results; and,
- 5.15.4.2. Calculation. This area includes: Principle of Moments, Effects of Moments on Aircraft, Determination of Balance Condition (Location of Aircraft CG), Effects of Unbalanced Loading, Determining Center of Gravity for a Group of Items, Center of Gravity Limits, Expressing Center of Gravity, Lateral and Vertical Center of Gravity, and Most Forward and Most Aft CG Calculations.
- 5.16. Tire and Wheel. Procedures shall reflect at a minimum:
- 5.16.1. Use of technical data in tear-down and build-up and,
- 5.16.2. Storage of wheels, components (e.g., bearings, races, keys, etc.) and tires.
- 5.17. Welding and Brazing (on *or near* fueled or previously fueled aircraft). In the absence of specific contractual or <u>Service Guidance</u>, contractors should follow the minimum standards contained in NFPA 410. Procedures shall address at a minimum:
- 5.17.1. Authorized locations.
- 5.17.2. Welding fire-safety checklist,
- 5.17.3. Process and authority for issuing a "Hot Work Permit,"
- 5.17.4. Pre-operational inspection of equipment.
- 5.18. Security of Aircraft/Prevention of Unauthorized Access or Operation of Government Aircraft. The Procedures shall include:
- 5.18.1. Responsibilities and processes for preventing unauthorized aircraft movement and access by unauthorized personnel,
- 5.18.2. Promotion of security awareness in all flight-line personnel and,
- 5.18.3. Classified equipment storage,
- 5.19. Technical Orders/Maintenance Manuals (to include Modification Flight Manuals). The Procedures shall include:
- 5.19.1. Methods that ensure only current technical publications are used for the servicing and maintenance of aircraft and support equipment,
- 5.19.2. The method for receiving, distributing, and maintaining the currency of technical publications. Where only commercial manuals are available, the contractor is responsible for obtaining them and ensuring that changes and supplements are promptly posted in the basic technical publications. For Federal Aviation Administration

- (FAA) certified aircraft, the contractor shall maintain all applicable Airworthiness Directives and Service Bulletins for review,
- 5.19.3. Foreign Disclosure.
- 5.20. Aircraft Records Management. Procedures shall address at a minimum, maintenance, management, and control of documents, work pages/plans, historical records, etc.
- 5.21. Safe-for-Flight Release. The process that certifies the aircraft is safe for flight. Procedure shall address at a minimum:
- 5.21.1. Review items to include: applicable servicing, inspections, scheduled/unscheduled maintenance, weight and balance, all non-conformances that would preclude flight have been corrected, all deferred non-conformances have been evaluated and documented as "safe for flight" by those certified to make that determination.
- 5.21.2. Appointment of release authorities in writing and,
- 5.21.3. Process for release.
- 5.22. Battery Handling, Recharge and Storage. Procedures shall address at a minimum:
- 5.22.1. Use of technical data,
- 5.22.2. Tracking of batteries and,
- 5.22.3. Separation of non-compatible battery and element/component types (e.g., Lead Acid and Nickel Cadmium, if applicable).
- 5.23. Corrosion Control. Procedure shall address at a minimum:
- 5.23.1. Use of technical data,
- 5.23.2. Cleaning, washing, lubrication and,
- 5.23.3. Corrosion prevention/control.
- 5.24. Aircraft Weapons, Munitions, and Cartridge Activated Devices (CADs). Procedures shall address at a minimum:
- 5.24.1. Use of technical data, (<u>DoD 4145.26M, DoD Contractor's Safety Manual For Ammunition and Explosives</u> provides extensive guidance),
- 5.24.2. Use, storage, handling and transportation.
- 5.25. LASERS. Procedures shall address at a minimum:
- 5.25.1. Use of technical data and,
- 5.25.2. Use, storage, handling and transportation.
- 5.26. Severe Weather. Procedures shall address at a minimum:
- 5.26.1. Define conditions that constitute severe weather,

- 5.26.2. Provisions for obtaining forecasts and disseminating weather information to affected personnel, including off duty hours notification process and,
- 5.26.3. Response plan. Specific responsibilities for hangaring, mooring, or evacuation of aircraft as appropriate.
- 5.27. Fuel System Maintenance. Procedures shall address at a minimum:
- 5.27.1. Use of technical data,
- 5.27.2. Fuel Cell entry operations to prevent damage to the aircraft, including necessary clothing and equipment and,
- 5.27.3. Fuel systems purging procedures to include:
- 5.27.3.1. Purging method (air or fluid purging) and,
- 5.27.3.2. Process, facility, and equipment requirements.
- 5.27.4. Lower Explosive Level (LEL) procedures.
- 5.28. Hangaring of Aircraft. Procedures shall address rules for full, partially full, or empty fuel tanks, fuel system purging, and LEL procedures. Hangars shall meet the requirements of Paragraph 6.16.1.
- 5.29. Storage and Handling of Hazardous Materials (HAZMAT). Procedures shall address at a minimum:
- 5.29.1. Handling and storage requirements,
- 5.29.2. Proper use, labeling and identification and,
- 5.29.3. Emergency procedures.
- 5.30. Gases (Inert and Flammable). Procedures shall address at a minimum:
- 5.30.1. Handling, transportation, and storage requirements,
- 5.30.2. Ventilation,
- 5.30.3. Proper use, labeling and identification and,
- 5.30.4. Emergency procedures.
- 5.31. Application of Electrical and Hydraulic Power to the Aircraft. Procedures shall address at a minimum:
- 5.31.1. Use of technical data and,
- 5.31.2. *Minimum required personnel.*
- 5.32. Operation of Landing Gear, Powered Doors, and Flight Control Surfaces. Procedures shall address at a minimum:
- 5.32.1. Use of technical data.
- 5.32.2. Minimum required personnel and,
- 5.32.3. Minimum clearance distances from objects.

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Chapter 6

SAFETY

- 6. Aviation Safety Program Elements.
- 6.1. Mishap Prevention Program. The contractor shall establish a written mishap prevention program for its flight and/or ground operations which includes the following applicable elements: Designation of an Aviation Safety Official; Risk Management; Hazard Identification and Elimination, Aviation Safety Councils; Flight Safety Meetings; Safety Audits; Bird/Animal Avoidance and Strike Hazard (BASH); Mid-Air Collision Avoidance (MACA); Safety Publications; Damage Reporting; Mishap Notifications; Handling of "Privileged" Data; and Mishap Response Plans.
- 6.2. Designation of an Aviation Safety Official. Shall include specific duties and responsibilities of the position.
- 6.3. Risk Management. Develop a risk management program which incorporates risk assessment, mitigation, and acceptance process. Contractors may base their programs on Service programs (Operational Risk Management (ORM), Composite Risk Management (CRM) (Army), etc.) such as Operational Risk Management (ORM) (USN) or Risk Management (Army/USAF) or equivalent industry practices. Development of a Safety Management System (SMS) based on FAA guidance is highly recommended.
- 6.4. Hazard Identification and Elimination Procedures. As a minimum, the system/methodology should allow any contractor personnel to identify a potential hazard under a non-attribution policy, provide an avenue to communicate (anonymously, if desired) this concern to the contractor's safety department for validation and corrective action, and document resolution of the identified hazard.
- 6.5. Aviation Safety Council. Establish a contractor aviation safety council (AKA consolidated safety council) to promote a program of accident prevention in flight, ground, industrial, and explosive activities as they apply to flight and ground operations. These meetings shall be held on a regular basis (at least quarterly). Document and distribute minutes of the meetings to appropriate offices and the GFR. The aviation safety council members shall provide a method to interface with their respective company organization/department. The aviation safety council:
- 6.5.1. Shall accept action items, provide safety expertise, implement changes as required, and operate as a focal point for safety within the company,
- 6.5.2. Shall address company mishaps for trend analysis and recommendations and,
- 6.5.3. Shall address airfield hazards to include obstructions, ATC facilities and procedures, Hazardous Air Traffic Reports (HATRs), and Bird/Animal Avoidance and Strike Hazard (BASH),
- 6.5.4. Should include (but are not limited to):
- 6.5.4.1. Safety Manager,
- 6.5.4.2. Director of Flight Operations/Chief Pilot,
- 6.5.4.3. Quality Assurance (contractor and Government),

- 6.5.4.4. Aviation Safety Official,
- 6.5.4.5. Department Heads,
- 6.5.4.6. FOD Manager,
- 6.5.4.7. Chief of Aircraft Rescue and Fire Fighting,
- 6.5.4.8. Environmental/Hazardous Materials Manager,
- 6.5.4.9. Aviation Maintenance Manager (contractor),
- 6.5.4.10. GFRs,
- 6.5.4.11. GGR (Government),
- 6.5.4.12. CSS/CSM (Government),
- 6.5.4.13. Airfield Manager,
- 6.5.4.14. ATC liaison.
- 6.6. Flight Safety Meetings. Conduct monthly flight safety meetings encompassing all functional areas. The intent of these meetings is to provide a forum for sharing contractor and government information on safety items or issues. Maintain attendance records, a summary of subject matter presented at meetings, and a method to brief absentees on the subject matter. In cases where the number of contractor flight personnel (i.e., four or less) makes a monthly meeting less effective, with GFR approval, a safety folder, updated monthly, meets this requirement. The contractor shall forward minutes of meetings to the GFR and maintain on file for a minimum of one year. Where the contractor's operations are embedded with Government operations, they may integrate their meetings with the local unit.
- 6.7. Safety Audits. Conduct regular safety audits or assessments (at least semiannually) which incorporate all aspects of the contractor's flight and ground operations to include flight, ground, maintenance, industrial, and explosive activities. Forward copies of the report, findings and corrective actions to appropriate offices and the GFR. The following references may be used as guidelines:
- 6.7.1. Army AR 385 Series, *Safety* publications,
- 6.7.2. Navy the Naval Safety Center (NAVSAFCEN) 3750 P1 Safety Review Checklist or The NAVAIR IG Safety Checklist,
- 6.7.3. Air Force AFI 91-202, *The US Air Force Mishap Prevention Program,* including Major Command (MAJCOM) supplements and,
- 6.7.4. Coast Guard COMDTINST M5100.47 (series), Safety and Environmental Health Manual.
- 6.8. Bird/Animal Avoidance and Strike Hazard (BASH) Program. The intent of this program is to prevent avoidable damage to aircraft due to animal strikes. Define procedures to keep aircrew members aware of the current bird condition. Every reasonable effort must be implemented to keep all types of wildlife away from the runway environment. Contractors may integrate their program with the local airfield program.

- 6.9. *Mid-Air Collision Avoidance (MACA) Program.* The intent of this program is to proactively analyze the local flying environment and take necessary steps to reduce the likelihood of a mid-air collision. Contractors may integrate their program with the local airfield program.
- 6.10. Safety Publications. Make safety publications readily available to all aircrew members.
- 6.11. Aircraft Damage Reporting Procedures. The contractor shall track all damage to contract aircraft, and notify the GFR of all damage (at or above \$2,000 \$5,000) to aircraft "in the open" including post DD 250 aircraft, within 7 days. Initial cost estimates are normally based on the contractor's appropriate labor rates plus the cost of materials.
- 6.12. Aircraft Mishap Notification Procedures. The contractor must notify the GFR of any aircraft mishap meeting the mishap classification criteria defined in DoDI 6055.07, Mishap Notification, Investigation, Reporting, and Record Keeping (or applicable agency reporting criteria for non-DoD aircraft) as soon as practical (see also Attachment 17, DoD Accident/Mishap/Incident Classification, Reporting Guide, and CSSO List). The contractor shall provide the GFR a detailed narrative of the mishap, findings (including costs), and recommendations/ corrective actions. Contractors shall provide mishap cost estimates as they become available and may base their estimate on the contractor's time-and-material rate².
- 6.13. *Privileged Data*. Establish procedures for the handling of "privileged" data. In the performance of the contract the contractor may request and receive from the Service's safety center, access to "privileged" information as defined in <u>DoDI 6055.07</u>, <u>Mishap Notification</u>, <u>Investigation</u>, <u>Reporting</u>, <u>and Record Keeping</u>, and the Services' safety regulations. If mishap related privileged data is to be requested and obtained, handling procedures for the privileged data must be in place. Handling procedures must address the following safeguards:
- 6.13.1. Limitations of company internal distribution to the minimum number of directly concerned safety or operator personnel,
- 6.13.2. No release of privileged data to third parties,
- 6.13.3. Training to ensure employee awareness of the sensitivity of privileged information and its restrictions for purposes of exclusive Government benefit only.
- 6.14. *Mishap Response Plan (MRP) (or Premishap Plan)*. The contractor shall develop an MRP which establishes the policies, responsibilities, and actions to be initiated should any aircraft in the custody of the contractor become overdue, or involved in a mishap. The contractor shall exercise the MRP on an annual basis. As a minimum, this plan shall include the following:
- 6.14.1. Immediate action checklist to ensure command, control and coordination of the rescue/recovery effort,

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² The contractor's over-and-above rate is also permitted. The reported rate should reflect actual repair/replacement costs.

- 6.14.2. A notification plan which includes a current roster of contractor and Government personnel (including duty and non-duty phone numbers) to be notified in the event of an aircraft mishap,
- 6.14.3. A process for impounding the aircraft,
- 6.14.4. Procedures for contractor and subcontractor cooperation and participation in mishap investigations conducted by the Government. Procedures must clearly define the differences between a Government Legal investigation (used to satisfy claims) and a Government Safety investigation (used for mishap prevention). The procedures must clearly state the contractual obligation of contractor personnel to provide information and interviews to the Government Safety investigation immediately upon request. The results of medical and toxicological testing per Paragraph 6.14.8 shall be provided to the Government Safety investigation board immediately upon request. The toxicological samples shall be provided to the Government legal investigation board immediately upon request,
- 6.14.5. Provisions for search and rescue procedures,
- 6.14.6. Procedures for site security and public affairs,
- 6.14.7. Procedures for the preservation of evidence to include:
- 6.14.7.1. Training records,
- 6.14.7.2. Aircraft log books, maintenance and servicing records,
- 6.14.7.3. Impounding all of the mishap aircraft's fluid servicing equipment and contents, and,
- 6.14.7.4. Collection and impoundment of fluid samples from the mishap aircraft.
- 6.14.8. Medical Procedures.
- 6.14.8.1. Toxicological Testing. Contractors shall ensure that toxicological testing (at least equal to Service requirement), of personnel involved in aircraft mishaps is promptly accomplished. Contractors shall include toxicological testing procedures as part of their Mishap Response Plan. See the Armed Forces Institute of Pathology/Division of Forensic Toxicology guidelines for information on toxicological testing programs.
- 6.14.8.1.1. Requirement. Crewmembers involved in mishaps in which there is a loss of life, an aircraft is destroyed, property damage is expected to exceed \$500,000; three or more personnel are inpatient hospitalized; or any permanent total or partial disability is sustained shall receive toxicological testing at least equal to procuring Service requirements. Those contractor individuals identified by the GFR whose actions or inactions may have been factors in the mishap sequence shall also be tested (provided SOFA permits in foreign countries). The contractor shall ensure that the requirement for toxicological testing is flowed down to its subcontractors.
- 6.14.8.1.2. Contractor Personnel Refusing to be Tested IAW 6.14.8.1.1. The GFR has no role in the hiring or firing of contractor personnel. In addition, the GFR cannot force compliance with any portion of this Instruction. However, the GFR has complete authority over access to all aircraft covered by this instruction. Any contractor

crewmember refusing timely toxicological testing following a mishap shall be permanently removed as a Government approved crewmember. Any contractor non-crewmember refusing timely toxicological testing following a mishap shall be permanently removed from the contractor's non-crewmember list. Ground personnel refusing timely testing following a mishap will not be permitted to work on USG aircraft under this Instruction for 3 years. Contractors may request relief from these risk control measures directly to the appropriate waiver authority for this instruction. Requests should include sufficient evidence that the Government's risk has been adequately mitigated. Contractors shall annotate any refusals to comply with toxicological testing in the individual's personnel files.

- 6.14.8.2. Establish procedures for medical examination of crewmembers, non-crewmembers, and passengers involved in an aircraft mishap, and those ground personnel whose actions or inaction may have been factors in the mishap sequence.
- 6.14.8.3. An examination by a military flight surgeon or an FAA approved medical examiner is required for those involved in a physiological incident.
- 6.14.8.4. A comprehensive Flying Duty Medical Examination (FDME) is required during a post-mishap investigation for all Army contracts. In all events, the Army requires the examination by military flight surgeons. If a military flight surgeon is not available, Army aeromedical personnel may approve the examination to be performed by a Department of the Army Civilian or Department of the Army Contract Civilian physician.
- 6.15. Aircraft Rescue and Fire Fighting (ARFF) and Aircraft Facility Fire Response.
- 6.15.1. Specific minimum ARFF and Aircraft Facility Fire Response requirements at contractor facilities including GOCO facilities (see para 6.15.4.2). Contractors conducting aircraft (to include UA) operations shall provide and/or ensure at least the minimum ARFF and aircraft facility fire response capabilities exist. Minimum ARFF and aircraft facility fire response capabilities shall be aligned with the requirements in National Aerospace Standard (NAS) 3306, Facility Requirements for Aircraft Operations, (Revision 3 or later). When unable to meet the specific ARFF and/or aircraft facility fire response requirements of NAS 3306, contractors may seek relief through the appropriate Waiver Authority for this Instruction (see Paragraph 2.6).
- 6.15.2. Contractor Fire Prevention/ARFF Focal Point.
- 6.15.2.1. Appoint a contractor focal point for ARFF, fire protection and fire prevention for each facility/site.
- 6.15.2.2. The focal point shall coordinate ARFF, fire protection and facility fire response efforts and procedures for the contractor.
- 6.15.3. Communication checks with the appropriate agencies. The contractor shall conduct and document quarterly communication checks with appropriate agencies (police, fire department, ambulance service, etc.) for all methods of communication other than the 911 system. This check shall ensure that emergency communication links are current and in working order.

- 6.15.4. Use of Outside Agencies to Meet ARFF and/or Aircraft Facility Fire Response Requirements of Paragraph 6.15.1. The use of ARFF and/or aircraft facility fire response services provided by local, state, federal, or host nation to meet the ARFF and/or aircraft facility fire response requirements of this Instruction is permitted. The contractor is responsible to ensure all contractual requirements are met even when partial or complete ARFF and/or aircraft facility fire response services are provided by a third party. The contractor shall provide aircraft and facility-specific training of personnel from these units.
- 6.15.4.1. The contractor shall develop specific Procedures addressing how they ensure all contractual ARFF and aircraft facility fire response requirements are met to include methods for verification by the contactor and the Government. A written agreement for services should be in place and include detailed response plans, training requirements, provisions for an annual exercise, and operational command and control arrangements. Any deviations between available ARFF and/or aircraft facility fire response capabilities and contractual requirements shall be addressed and corrected by the contractor prior to aircraft operations being performed.
- 6.15.4.2. Where ARFF and/or aircraft facility fire response services are provided by a U.S. Service (Army, Navy, Air Force, Marines, or Coast Guard), equipment, response times, training, etc., are allowed to be in accordance with the instructions, policies and guidance of that military service in lieu of NAS 3306 requirements. A U.S. Service providing ARFF and/or aircraft facility fire response does not relieve the contractor of the contractual obligation of ensuring agent, vehicle, and manning requirements (NAS 3306 Table 5.1) are met. The contractor shall develop specific Procedures addressing how they ensure these requirements are met, to include methods for verification by the contactor and the Government.
- 6.16. Aircraft Facilities. Aircraft facilities include any building or structure where aircraft are produced/manufactured, housed, stored, serviced, repaired, altered, and/or maintained.
- 6.16.1. Requirements. Aircraft facilities (all buildings, structures, etc.) shall meet at least the minimum requirements of NAS 3306, Facility Requirements for Aircraft Operations. When unable to meet the specific facility requirements of NAS 3306, contractors may seek relief through the appropriate Waiver Authority for this Instruction (see Paragraph 2.6);
- 6.16.2. Contractors at Government Owned Facilities. Contractors located at government owned facilities are exempt from paragraph 6.16.1 however, they shall assess the existing facilities based on the requirements of paragraph 6.16.1 and document any shortfalls. Documented shortfalls shall be provided to the applicable aircraft Program Office(s), facility owners (specific Service POC), and Waiver Authority(s) for this Instruction so that the shortfalls may be addressed if the contracting organization chooses.
- 6.17. Contractor Evaluation of ARFF, Aircraft Facilities, and Protection of Aircraft on the Ground. Prior to arrival of first aircraft and/or beginning contractual operations, the contractor shall evaluate and provide a report to the GFR for the following capabilities at all proposed operating locations: airfields/heliports, ARFF and structural fire fighting

services, hangars/facilities, and protection methods for aircraft on the ground. The report shall identify any conditions failing to meet the minimums of NAS 3306. For hangars/facilities, the report shall identify the specific construction and fire protection capabilities, to include the NFPA 409 Edition with which the facility is compliant and fuel status of aircraft to be placed in the hangar(s). This report may include the data or applicable reports from paragraphs 6.15 and 6.16.

- 6.18. OCONUS ARFF, Aircraft Facilities, and Protection of Aircraft on the Ground.
- 6.18.1. Foreign Military Sales. Contractors may use host nation equivalent standards in lieu of using NAS 3306. Contractors are not required to identify the differences between NAS 3306 and the host nation equivalent standards nor submit their shortfalls to the Waiver Authority. However, they shall provide a statement of capability of all areas listed in paragraph 6.17.
- 6.18.2. U.S. Government Aircraft. Contractors that wish to use host nation equivalent standards in lieu of NAS 3306 shall identify any differences between NAS 3306 and the host nation equivalent standards. Shortfalls shall be routed through the GFR to the Waiver Authority(s) (see Paragraph 2.6). If a contractor is granted authorization to use the host nation standards, the evaluation from paragraph 6.17 will be conducted using those standards.

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Chapter 7

GOVERNMENT FLIGHT REPRESENTATIVES

7. GFR Procedures.

- 7.1. GFR Qualifications.
- 7.1.1. GFR (Aircraft Flight and Ground Operations). A rated U.S. Military officer or Government civilian in an aviation position. GFRs are appointed to perform the Contract Administration Services (CAS) function, <u>FAR subpart 42.302(a)(56) maintain surveillance of flight operations</u>.
- 7.1.2. Ground GFR (GGFR). A U.S. Military aircraft maintenance officer or NCO (E-7 or above), or Government civilian equivalent. GGFRs <u>are not authorized</u> to approve contractor crewmembers, flights, flight related portions of the Procedures, or any function/procedure described in this Instruction's Chapter 4 (Flight Operations). GGFRs shall not be assigned where a GFR already exists. In these cases, assignment of a <u>GGR</u> as a member of the APT is appropriate.
- 7.2. GFR Selection and Assignment.
- 7.2.1. To administer contracts which include flight and ground operations, the Approving Authority appoints a GFR (and Alternate GFR as desired). To administer contracts which include ground operations only, the Approving Authority appoints either a GFR or GGFR (and alternates as desired).
- 7.2.2. Organization Providing GFR. The Services normally provide the GFR for contractor operations at Base, Post, Camp or Station locations. DCMA normally provides the GFR for contractor facilities IAW <u>DFARS subpart 242.2 Contract</u>

 Administration Services.
- 7.3. GFR Training. Prior to performing GFR/GGFR duties, the GFR/GGFR appointee shall complete the DCMA GFR (CMA-211) or GGFR (CMA-221) Certification Course (as appropriate) administered through DAU (see www.dau.mil for course schedule). GFRs/GGFRs who have not been involved in contractor aircraft operations for a period of three years shall re-attend the GFR course prior to being appointed as a GFR. Attendance at the DCMA/GFR/GGFR Certification Course is required every five years. Instructing the course counts as attending. GGRs shall also attend the GGFR course.
- 7.4. GFR Designation. The <u>Approving Authority</u> designates a GFR for contractor operations where the contractor is required to comply with this Instruction. The <u>Approving Authority</u> should also designate an alternate GFR. GFRs assigned as non-resident GFR may act as Primary or Alternate GFRs at a maximum of six locations. However, they may act as Primary GFR at no more than four of the six locations. The contractor shall be provided, and should maintain, an informational copy of applicable GFR Appointment Letter. <u>Attachment 6</u>, *GFR/GGFR Appointment Letter Sample Format*, shows an example format for a GFR Appointment Letter. <u>Attachment 6.1</u>, *Applications for GFR/GGFR Appointments*, describes processes for obtaining appointment letters. See Paragraph 7.11.2 for Supporting Contract Administration (SCA) delegation process.

- 7.5. PCO Responsibility. When this Instruction is incorporated by reference or included in the contract, the PCO shall ensure the contract is not executed without the assignment of a GFR.
- 7.6. ACO Responsibility. When this Instruction is incorporated by reference or included in the contract, the ACO shall ensure the contract is not performed without the assignment of a GFR.
- 7.7. Contractor Field Team (CFT), Contractor Logistics Support (CLS) Operations. Locations where operational control and CAS oversight are split between the local unit and an outside agency shall require special attention from the approving authority and GFR. In these situations, the GFR shall be selected from within the organization maintaining operational control of the aircraft.
- 7.8. GFR General Responsibilities.
- 7.8.1. Contractor's Procedures. The GFR is responsible for surveillance of those contractor aircraft flight and ground operations where the contractor is required to comply with this Instruction.
- 7.8.1.1. Procedures shall be reviewed by the GFR <u>at least</u> every 12 months and within 90 days of a change of the primary GFR. GFRs should use <u>Attachment 10</u>, Procedures Index, and <u>Attachment 11</u>, Procedures Review Guide, when reviewing Procedures. The GFR shall complete the review and respond to the contractor in a timely manner (within at least 30 days). Contractors may continue operations under existing Procedures until the completion of the review process unless the GFR identifies an unsafe practice. The contractor shall be notified in writing when the review is complete. The GFR shall maintain a record of approval of the Procedures and send a copy of the approval letter to the ACO.
- 7.8.1.2. Procedures at Start-up Locations. For contractor operations with no existing approved Procedures, the contractor is encouraged to provide its Procedures, including portions thereof, to the GFR for approval as soon as possible. The GFR shall give priority to approving those Procedures to prevent a delay in the execution of the contract. GFRs may approve portions of the Procedures, however, they shall not approve crewmembers or flights until the entire set of Procedures have been approved.
- 7.8.1.3. When the contractor is not acting in accordance with Procedures, the contract, test plans, this Instruction, other applicable directives, or if safety is jeopardized, the GFR shall take prompt actions to rectify the issue. In these situations the GFR may elect to withdraw approval of the flights, crewmembers, and/or Procedures. Should the GFR discover contractor operations conducted without approved Procedures, noncompliance with approved Procedures, or discover use of unsafe practices, the GFR shall notify the contractor and ACO.
- 7.8.1.4. Given the complexity of this Instruction and <u>Service Guidance</u> it is reasonable to expect disagreement in some areas between the contractor's and GFR's interpretations. Paragraph 3.16 is intended to provide contractors an avenue for elevating their concerns when the disagreement cannot be resolved between the contractor, GFR and ACO. The Service Waiver Authorities for this Instruction are the ultimate arbitrators for resolving these disagreements.

- 7.8.2. Contract Administration. Contract administration is performed to assure mission effectiveness, flight safety, and contractor compliance with FAR and DFARS clauses and other specific clauses which are cited in the contract. General procedures regarding contract administration for GFRs are contained in this Instruction.
- 7.8.2.1. In order to effectively perform their delegated duties and determine the scope of their responsibility, the GFR must achieve a thorough working knowledge of this Instruction and the regulations, manuals, technical publications, and documents referenced in the contract. They must also become thoroughly familiar with the requirements of the contract including annexes and appendices.
- 7.8.2.2. The GFR, in the role as functional expert, must evaluate contracts and changes to contracts and participate in preaward surveys to ensure that contracts contain appropriate vehicles for adequately performing contractor surveillance, and contain referenced standards which protect Government resources while in the custody of the contractor. In the performance of this and other GFR responsibilities, the GFR shall maintain a record of noteworthy observations, discrepancies, recommendations, and contractor corrective actions.
- 7.8.2.3. When the WAWF-RR or DD-250 is used to accept an aircraft, liability, GFR authority, and flight approval processes may change. Refer to the contract and contracting officer for additional guidance.
- 7.8.3. Contract Deficiencies/Concerns. The GFR must be alert during the contract review to detect deficient procedures/omissions which could affect the safety, both ground and flight, of the aircraft. Examples include: fire protection, special flight test programs, waivers, foreign object damage (FOD) programs, towing procedures, unique aerodrome requirements, tool control programs, engine run procedures, etc.). These situations shall require special attention from the GFR. GFRs should work with ACOs and PCOs to ensure that contracts do not contain verbiage that negates or removes all or part of this Instruction. If these efforts are unsuccessful, the GFR shall inform the Procuring Services waiver approval authority of the contract and issues involved.
- 7.8.4. Temporary Duty (TDY) Support. The GFR shall ensure that TDY military aircrews arriving on site to support the contract effort, are briefed on facility aerodrome procedures and applicable Procedures and local flight rules. The GFR should also ensure that TDY crews have access to contractor flight planning and briefing facilities. See 7.8.9., below, for more information on TDY crew flight approval.
- 7.8.5. Experimental Flight Operations. The GFR may need to discuss the flight program and flight profiles with contractor flight operations personnel or a procurement office flight program test officer to clarify the need for flight for certain experimental programs. Experimental test profiles require a Government approved test plan. Other sources of information, education, and advice on these and other flight test profiles include the flight safety personnel at the U.S. Army Materiel Command (AMCOL-CA), Naval Air Systems Command (AIR-9.0F), and Air Force Materiel Command (AFMC/A3V).
- 7.8.6. Aviation Program Teams.

- 7.8.6.1. The APT's purpose is to ensure all aspects of aircraft safety (flight, ground, and industrial) which could adversely affect the aircraft are adequately addressed. The GFR heads the APT. The GFR cannot be an expert in all areas of aircraft operations. Due to the complexity and risks involved, it is imperative that appropriate expertise is available to perform the flight operations CAS mission. The experts that assist the GFR in performing flight operations CAS comprise the APT. If the contract involves ground operations and the GFR does not have a background in aircraft ground operations or ground safety, the command shall make available a GGR, and other experts necessary to assist the GFR in performing CAS. Service GFRs are strongly encouraged to use available personnel to form their own APTs.
- 7.8.6.2. The APT should maintain a close liaison with the other CAS and contractor organization functional offices. If surveillance of a contract reveals problem areas outside the scope of flight operations, ground operations or industrial safety, the GFR should advise the responsible CAS personnel or ACO, as appropriate. Conversely, GFRs should not hesitate to seek advice on matters of safety (ground/explosive) or QA from functional specialists. As team leader, the GFR should coordinate survey findings and observations regarding procedures, and conditions with the QAR, maintenance personnel, and the rest of the APT. Such findings can then be presented to the contractor and ACO through the GFR.
- 7.8.7. Crewmember Approval. One of the most important duties performed by GFRs involves approval of contractor crewmembers. To avoid serious problems, it is vital that GFRs follow the instructions governing these processes to the letter. All contractor crewmembers must be approved as a requisite step for contractor indemnification under the GFRC. The GFR shall not approve any crewmember until the Procedures have been approved.
- 7.8.7.1. GFRs shall base their crewmember training, qualification, approval, and removal from flight status decisions primarily on the requirements of the contract, this Instruction, and the current/projected operations tempo of the contractor. GFRs shall also consider the same factors described in Paragraph 4.2.7, *Removal from Crewmember Status*, prior to approving a crewmember in the first place.
- 7.8.7.2. The GFR shall coordinate with the contractor to ensure that the appropriate numbers of crewmembers are approved, and that programs include sufficient flying time for currency in accordance with this Instruction.
- 7.8.7.3. Multiple Aircraft Qualifications (USAF): If the AFMC Form 80 is used, the GFR will be listed as the Action Officer in Section IV (block 25). Submission of the multiple qualification package signifies GFR concurrence with the contractor request. The CMO/CC, if a rated officer, will electronically sign Section IV (block 23), in the OG/CC block. If the CMO/CC is not a rated officer, forward the multiple qualification request to DCMA-AO for signature. DCMA-AO will electronically sign Section V (block 27) in the WG/CC block in both cases. Service GFR waiver requests will be signed by the OG/CC providing oversight of contractor operations. Forward the Form 80 to AFMC/A3V for final actions/approval.

- 7.8.8. Non-Crewmember Approval. GFRs do not approve non-crewmembers per se. However, GFRs shall only approve flights that include non-crewmembers when the non-crewmembers are on the contractor Requesting Official's authorized list and have a mission need to be on the aircraft.
- 7.8.9. Flight Approval. The GFR shall not approve any flight until the Procedures have been approved.
- 7.8.9.1. GFR approval is required for all flights under this instruction. Flight approvals are requested through the use of DCMA Form 644, Request for Flight
 Approval, or an alternate form approved by the GFR. Ideally, the GFR approves flight requests on the work day prior to the scheduled flight. This allows the GFR to evaluate the effects of all the factors (such as aircraft condition, weather, aircrew life stressors, etc.) which influence flight effectiveness and safety. GFRs shall not authorize operations that are outside the scope of the contract. GFR approval of operations not allowed by the contract could create serious liability issues for both the Government and the contractor. Ensure the contractor's risk management program incorporates a flight risk assessment for each flight. The GFR shall follow Service rules to ensure the appropriate approval level for elevated risk flights is accomplished.
- 7.8.9.2. GFR approved equivalent forms must contain the same requisite information found in <u>DCMA Form 644</u>, <u>Request for Flight Approval</u>, including the contractor certification statement, "I CERTIFY that this flight is in accordance with the flight program authorized by the contract and will be conducted in accordance with the approved flight operations Procedures."
- 7.8.9.3. GFRs shall confirm that each contractor crewmember on the flight approval request form is current, qualified, or in an approved training status. When a GFR is approving a flight with crewmembers provided under a separate contract having a different GFR, the approving GFR shall ensure the guest crewmembers are current and qualified IAW the contract they are now flying under.
- 7.8.9.4. When Government crews fly aircraft under this Instruction, the GFR shall verify Government personnel are properly qualified, current, authorized, and required to participate. Valid aircrew travel orders stating in essence, "The purpose of the travel is to perform the specific flight operations activity listed on the <u>DCMA Form 644</u> (e.g., FCF, ACF, Test Flight, etc.)," is considered sufficient validation for the purposes of this paragraph. A letter from the home unit commander, though not required in and by itself, is also considered sufficient validation. For Air Force aircraft, verification includes the determination, based on AFI 11-2FT Vol 1, that currency requirements have been met for the mission/mission elements as stated on the DCMA Form 644.
- 7.8.9.5. Flights not Under GFR Cognizance. Occasionally contractor flight operations include formations, chase, pace, intercept/target, or in-flight refueling (receiver or tanker) with non-contract/non-Government aircraft. GFRs may approve such missions but shall not approve the non-contract flight itself. GFRs require insight into the qualifications and capabilities of the non-contract aircrew and aircraft. See Paragraph 4.1.8 for contractor responsibilities in providing this information. GFRs shall not approve DCMA Form 644s for missions that cannot be accomplished safely.

- Multiple Flight Approvals. Highly repetitive flights (such as flight instruction or a repeated flight involving the same aircrew, mission, and flight profile, including flights defined under Paragraph 1.31.3) may be authorized 7 days in advance. GFRs should know the profile and objectives for each contractor flight as well as the currency and qualifications of the flight/ground crews involved for the duration of the approval period. GFRs should avoid multiple flight approvals unless facing extraordinary circumstances. If resident GFRs are not physically available, the alternate GFR should approve flights in lieu of having the primary GFR sign an extended approval. Multiple flight approvals shall only be for the minimum time period consistent with mission requirements. When the GFR is not collocated with the flight operations, either as a non-resident GFR or because of off station operations, the GFR may authorize the proposed flights up to one month in advance. In no case shall flight approvals be issued for more than one month. USAF: Contractor crewmembers and non-crewmembers embedded in USAF flying organizations may be pre-approved by the GFR for up to 30 days. The GFR will list any ground training items/prerequisites and flying training events that will expire during the requested time period. This information will be provided and attached to the AF Form 4327/4327a to complete the flight approval process.
- 7.8.9.7. Orientation Flights. Requests for orientation flights on Government aircraft shall be routed to the waiver authority for this Instruction (see Paragraph 2.6) for approval. The GFR shall consult with the ACO to ensure that such requests are within scope of the contract, and request that the PCO adjust the contract to fund the requested flights when necessary. Individuals receiving orientations are restricted from the following types of flights: experimental test flights; initial acceptance, functional check flights, maintenance test, or point to point flights.

7.9. Mishap Response.

- 7.9.1. GFRs shall notify the CSSO (<u>Attachment 17</u>) of all mishaps (Class D or above). The CSSO shall determine if a Service or contractor investigation is required. The GFR shall coordinate contractor investigations with the CSSO.
- 7.9.2. Perform surveillance of the contractor's mishap investigation effort with the assistance of the Contract Safety Manager or a CAS flight safety officer.
- 7.9.3. Coordinate with the CSSO on aircraft release procedures following impoundment.
- 7.10. Subcontractor Flight Operations. GFRs are responsible for all crewmember and flight approval regardless of whether the crewmembers are prime or subcontractor personnel. GFRs may allow prime contractors to appoint subcontractor individuals to act as the CRO. When subcontractor operations affect the safety of Government aircraft, the GFR shall request from the CRO necessary information concerning said operations to ensure they may be conducted in a safe and effective manner.

7.11. CAS Responsibilities.

7.11.1. Delegating Administration Responsibility/Authority. Assignment of a contract to a CAS component listed in the Federal Directory of Contract Administration Services (CAS) Components, for administration automatically carries with it the authority to

perform all of the normal functions listed in <u>FAR 42.302</u>(a) to the extent that those functions apply to the contract, including surveillance of flight and ground operations and safety requirements. The procuring activity may elect to withhold the assignment of specific CAS functions <u>IAW DFARS 242.202</u>, or via <u>FAR 42.202</u>, assign additional functions. In these cases, the procuring activity notifies the CMO of the functions withheld or added.

- 7.11.2. Supporting Contract Administration (SCA). SCA delegations are used to transfer <u>FAR subpart 42.302</u>(a) requirements from one CAS Component (CASC) organization to another or other qualified organizations per <u>DFARS 242.202</u>, paragraph (e)(1)(A). This is done when, for example, contract work is performed at geographically separated locations or at base, post, camp or station locations.
- 7.11.2.1. When a CASC requires support from another CASC in administering a portion of the contract, the CASC HCA or DCMA CMO commander having cognizance over the contract must request SCA services (all or part of <u>FAR subpart 42.302(a)</u>), through the ACO, from a suitable CAS organization. The applicable services to be performed shall be stated in the request. An example SCA delegation format is found in <u>Attachment 7</u>, <u>Sample Supporting Contract Administration Delegation Format</u>.
- 7.11.2.2. In lieu of transferring CAS responsibility through an SCA delegation, a GFR from one unit may be delegated GFR responsibility from an outside CASC organization that has retained CAS responsibility. This is accomplished through the use of a formal Letter of Agreement (LOA) functionally assigning the GFR to the outside CAS organization for the limited purpose of performing FAR subpart 42.302(a)(56) CAS. Attachment 7.1, Sample GFR/GGFR Cross Organizational LOA, provides an example LOA for this purpose.
- 7.11.2.3. Copies of necessary contractual documents are provided from the requesting CAS component. When the SCA delegation (or LOA) includes flight and ground operations, the GFRs from the two CAS components should keep each other informed of important activity concerning the contractor.
- 7.11.3. Preaward Survey (PAS). The PAS is an evaluation of a prospective contractor's ability to perform under the specified terms of a contract proposal. It differs in scope from a regular survey in that the determination is whether the contractor "can" comply with the safety requirements of the contract, not "is" the contractor in compliance. The Preaward monitor will provide the GFR with the solicitation, date, time, and location of the survey as well as the reporting requirements. Written reports should include a clear statement that the contractor is/is not capable of performing work in compliance with contract flight operations and safety requirements. Also include a specific recommendation for award or no award. When an existing contractor is bidding on a new contract and their capabilities are already known, the Preaward monitor may request a desk audit in lieu of a survey. GFRs should still recommend award/no award.
- 7.12. Contractor Flight And Ground Operations Surveys. The flight and ground operations/flight safety survey is an onsite evaluation of the effectiveness of the contractor flight and ground operations programs and Procedures for protecting Government resources while under the cognizance of the CASC at contractor facilities. Observations determine the adequacy of written Procedures, compliance with those

procedures, and their effectiveness in protecting Government resources. The intent of the survey is to indicate what management attention is necessary to prevent occurrence/recurrences of injury to personnel or damage to Government assets.

- 7.12.1. The GFR shall conduct surveys of each designated contractor's flight and ground operations. The survey is conducted to:
- 7.12.1.1. Verify contractor conformance with contractual flight and ground operations and flight safety requirements,
- 7.12.2. Verify the qualification of contractor crewmembers, non-crewmembers, and ground personnel. When circumstances (e.g., aircraft type, flying schedule, etc.) permit, an in-flight evaluation of contractor crewmembers should be accomplished. Flight examiners who are current, qualified, and designated in writing by their flying unit to perform flight evaluations may perform flight evaluations. As an alternative, the GFR may perform an in-flight supervisory flight evaluation of the performance of contractor flight crew members. Flight evaluation findings shall be debriefed to the GFR prior to the formal out briefing. A formal flight evaluation report shall be entered into the tested individual's flight records. For no-notice evaluations, the GFR should notify the Chief Pilot prior to brief time.
- 7.12.3. Frequency of Surveys. The frequency of the surveys must be based upon the degree of risk and magnitude of potential Government loss associated with the types of aircraft flight and ground operations. In addition, the individual contractor's safety history, current level of performance, and complexity of operations must also be considered. The designated GFR is the most knowledgeable judge of these factors and therefore is charged with the responsibility of determining the frequency of the surveys.
- 7.12.3.1. Resident GFRs shall perform a minimum of one survey every 12 months in addition to their daily surveillance of the contractor.
- 7.12.3.2. Nonresident GFRs shall determine the survey frequencies after initial fact finding visits to the contractor's facility. Nonresident GFRs shall perform an annual survey IAW Paragraph 7.12 and at least one mid cycle survey 6 months later. These mid-cycle (semi-annual) surveys need not be as comprehensive as the annual survey. At a minimum, mid cycle surveys should still include an analysis of the current state of the contractor's aircraft safety program, the status of corrective actions from previous surveys, and a review of any high interest items. Findings and observations for mid cycle surveys may be described in a trip report.
- 7.12.3.3. Surveys may be conducted plus or minus one month of the anniversary of the previous survey dates.
- 7.12.4. Preparation for Flight and Ground Operations Survey. GFRs should review the following items before beginning the survey:
- 7.12.4.1. Procedures for currency and validity,
- 7.12.4.2. Historical data, including past surveys (e.g., preaward, postaward), Inspector General (IG) reports, and mishap reports. Make a list of follow up items. Note the nature of any problems, the proposed corrective action and responsible office and the anticipated "get well" date. Attempt to identify trends and root causes which

- may be contributing to the symptoms. Don't overlook findings from other locations which may have application,
- 7.12.4.3. Waivers. Review all waivers to ensure the requirements for the waiver are still valid,
- 7.12.4.4. The contract, including enclosures and appendices. Verify the inclusion of the appropriate FAR and DFARS clauses and status of any <u>DD Form 1716</u>, <u>Contract Data Package Recommendation/Deficiency Report</u>, related to flight operations.
- 7.12.5. Notification. Notify the contractor in writing at least 30 days prior and request that the contractor provide a safety manager to accompany the Government team during the survey. GFRs may wish to include a copy of the survey process to the contractor. Send a copy of notification letter to the ACO. (NOTE: When mishap reports, deficiency reports, etc., demonstrate the need for additional evaluations of the contractor's operations, unannounced surveys may be performed.)
- 7.12.6. Team Composition. Prior to the survey, the GFR forms a team including applicable aircraft operations, quality, safety and other appropriate technical personnel to effectively evaluate contractor performance. Letters of invitations to participate shall be sent to the procuring Service safety and operations offices as appropriate. Procuring activities' flight safety, standardization and evaluation, or aircraft maintenance representatives are always invited and encouraged to visit contractor sites in conjunction with GFR surveys.
- 7.12.7. Conducting the Survey. To ensure the Government team is integrated and areas of responsibility are established a Government-only meeting should be conducted prior to the in brief and out brief with the contractor.
- 7.12.7.1. Conduct a formal in brief. A formal in brief with the contractor and Government team provides the setting for the conduct of the survey.
- 7.12.7.2. Visit, review, interview, and observe, as necessary. Compare the observations with contract requirements and written Procedures. Make notes of outstanding/exemplary processes and discrepancies for use in the formal report. Cite a specific contract reference for each discrepancy.
- 7.12.7.3. Minor observations or deficiencies may be discussed directly during the progress of the survey or retained as notes for final out briefing. If sufficient confidence is established with contractor's supervisory personnel, these items need not appear in the final report. Caution should be exercised to avoid any constructive change allegation. If doubt exists, items should be included in the written report for review by the ACO and formally forwarded to the contractor. Upon discovering a deficiency which is an obvious serious hazard (e.g., smoking while performing fueling operations), immediately notify appropriate contractor supervisory personnel so they can direct immediate hazard correction.
- 7.12.7.4. Exit Briefing. Conduct a Government only out-brief to coordinate findings and prepare for the contractor out-briefing. Conduct a final out-brief with the contractor with those who attended the in-briefing
- 7.12.7.5. Reports. Prepare and distribute a written report as follows:

- 7.12.7.5.1. The survey report using the format at Attachment 8, or any appropriate substitute format. Describe the program elements and sub-elements which were observed during the survey. Observations requiring written corrective action and those related to critical safety of flight items should include documentation of facts, reference(s) to the written requirement (i.e., the contract, the Procedures, and applicable Tech Orders), and sufficient discussion to convey why the discrepancy must be corrected. Coordinate the final report with the survey team participants
- 7.12.7.5.2. The Facility Data Sheet (FDS). The GFR creates the FDS as a concise summary of the contractor facility and its level of activity. Attachment 9, contains an example format in Word. An example format in Excel is also available at: http://www.dcma.mil/policy/8210-1C/Facility Data Sheet Form.xlsx.
- 7.12.7.5.3. It should include the following items of information:
- 7.12.7.5.3.1. Contractor name and address,
- 7.12.7.5.3.2. Primary Government and contractor personnel and phone numbers,
- 7.12.7.5.3.3. Number of Government and contractor crewmembers assigned,
- 7.12.7.5.3.4. Current contract number(s) that contain the Ground and Flight Risk Clause,
- 7.12.7.5.3.5. Contract flight and ground operations clause/ requirement reference(s) and safety clause/requirement reference(s),
- 7.12.7.5.3.6. Type/Design/Series of aircraft,
- 7.12.7.5.3.7. Procuring Service, PCO, ACO,
- 7.12.7.5.3.8. Quantity of aircraft scheduled by year and,
- 7.12.7.5.3.9. Current issues.
- 7.12.7.5.4. To ensure proper interpretation of contractual requirements, written reports involving contractor operations must be addressed to the ACO for endorsement and prompt forwarding to the contractor. The GFR shall not send the report directly to the contractor. Information copies should be forwarded to the buying Service Aviation Safety Office by the GFR.
- 7.12.7.5.5. The survey report distribution schedule for contractor operations is as follows:
- 7.12.7.5.5.1. The GFR provides a report to the CASC Commander and ACO within 10 working days after completion of the survey.
- 7.12.7.5.5.2. The ACO makes comments and endorses the report to the contractor within 5 working days.
- 7.12.7.5.5.3. The contractor replies to survey observations within 30 days, unless a specific case warrants other action.
- 7.12.7.5.5.4. Follow up. Establish a follow up system to monitor the contractor's corrective actions. Provide status report as necessary to the ACO and the CASC

commander. When conditions warrant, a follow up survey shall be performed, as determined by the GFR.

- 7.13. Other GFR Responsibilities.
- 7.13.1. Noncompliances and Discrepancies. Should the GFR discover noncompliance with approved Procedures, or discover use of unsafe practices, the GFR shall notify the contractor and ACO.
- 7.13.1.1. Not all noncompliances or discrepancies require formal notifications. Minor issues may be addressed verbally or via email, and often corrected on the spot. However, even minor issues should be documented in the GFR logbook or other database methods for historical and tracking purposes.
- 7.13.1.2. Noncompliances or discrepancies that require formal notifications. Noncompliances and/or discrepancies that cannot be adequately addressed through informal methods (including serious or systemic issues), must be addressed through more formal methods. Formal written statements shall be included in the Survey Report (when applicable), or through a Corrective Action Request (CAR). See Attachment 13 for a description of the CAR process. During routine surveillance, APTs may initially address such issues orally. Oral notifications shall be followed-up with a formal written statement fully outlining the deficiency.
- 7.13.1.3. Subcontractor compliance. The U.S. Government only has a direct contractual relationship with prime contractors. Notify the prime contractor when subcontractor noncompliance is observed. GFRs may also notify the subcontractor of the noncompliance.
- 7.13.2. Coordinate in advance with the ACO to ensure full contractor participation in interviews required by the safety investigators. Some contractor personnel may not wish to participate when a safety investigator needs to interview their personnel. If necessary the GFR should bring the ACO into the discussion to stress to the contractor that failure to cooperate will be viewed as a contract violation IAW DFARS
 252.228-7005, Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles.
- 7.13.3. Review special interest items (i.e., Quality Deficiency Reports, Corrective Action Requests (CARs), Air Traffic Control (ATC) facilities, maintenance facilities) to identify conditions or trends which have potential impact on flight operations or safety.
- 7.13.4. Participate with Government QA personnel in the review of safety-of-flight related customer complaints (Maintenance Deficiency Report (MDR), etc.). This review shall be of sufficient depth to ensure that both contractor and Government surveillance corrective actions (revisions of procedures, work cards, etc.) resulting from the analysis of these reports are adequate to prevent recurrence of the deficiency.
- 7.13.5. The GFR along with the Property Administrator (PA) shall review all Loss Damage/Destruction (LDD) incidents involving aircraft under the <u>GFRC</u> and provide recommendations to the ACO concerning the applicability of the <u>GFRC</u>'s deductible for each relevant incident.

- 7.13.6. Perform surveillance of the contractor's mishap investigation effort with the assistance of the Contract Safety Manager or a CAS flight safety officer.
- 7.13.7. Maintain records of contractor flight/ground operations. This file shall include, as a minimum:
- 7.13.7.1. The Procedures,
- 7.13.7.2. Procedures approval letters (retain for 3 years),
- 7.13.7.3. Approval of contractor flights and flight profiles (retain 1 year),
- 7.13.7.4. Current listings of contractor crewmembers,
- 7.13.7.5. Flight operations/safety evaluation reports, follow up results, and contractor related correspondence (retain 3 years) and,
- 7.13.7.6. Waivers (as long as they are valid).
- 7.14. Government Oversight for Non-Standard Contracts Involving PAO.
- 7.14.1. GFRs may find themselves involved in oversight of contracts involving aircraft that the Government does not own and in cases where the applicability of the GFRC may be non-existent or limited. Regardless of the applicability of the GFRC, non-standard contracts such as lease agreements and (more commonly) contractor-owned (COCO/COGO) Public Aircraft Operations may still expose the government to risk. Even among these broad categories, there will be differences in the level of oversight required based on the aircraft and operations. Chapter 3 gives the GFR the authority to determine if certain sections of the Instruction are not applicable and therefore do not require specific Procedures. These operations may involve very limited requirements for GOPs and FOPs, and GFR/APT oversight may be limited. Since the Government most likely will have limited or no financial liability for a contractor-owned aircraft, the GFR is authorized to accept Procedures that do not address many of the requirements in chapters 4, 5, and 6. The determination of what is required, and what is not, is largely left to the judgment of the GFR, but the discussions in this chapter and the guidance of Attachment 16 provide valuable guidance to be followed.
- 7.14.2. A one size fits all approach for PAO contract requirements is not practical since the risks differ from contract to contract greatly depending on the aircraft mission to be performed. For example, the risks associated with an aircraft holding a Standard airworthiness certificate as compared to a non-Type Certificated (Experimental airworthiness certificate) aircraft change significantly. Likewise, the operational risks associated with contracting for opposing force (OPFOR) missions flying a supersonic profile differ significantly from a contracted propeller aircraft acting as a low, slow flyer and being vectored around by a surface ship. Attachment 16 provides guidance on a tailored approach that a GFR working with the Service airworthiness authority and his Contracting Officer could leverage this instruction and establish adequate and reasonable risk mitigation and oversight. The goal would be to ensure due diligence without imposing overly burdensome and costly oversight requirements. Lastly, most contractors providing air services to the government in contractor-owned aircraft will not be familiar with this instruction. It is therefore recommended that to the maximum

extent possible, the GFR and contractor leverage FAA process in meeting government requirements.

- 7.15. Foreign Military Sales.
- 7.15.1. Foreign Military Sales (FMS) refer to contracts in which the U.S. Government brokers a deal to provide aircraft or services to foreign countries. FMS can involve contracts for aircraft procurement, modification, depot maintenance, flight, training, etc. Even though the aircraft or services ultimately are for foreign countries, APTs performing CAS are still acting as agents of the U.S. Government. For FMS aircraft procurement, title for the aircraft normally stays with the U.S. Government until delivery, further, if the FMS aircraft are flying in the U.S. National Aerospace System (NAS), they are performing PAO. This avoids the problem of determining who can act as crewmembers on the aircraft (contractors and DoD personnel) and who cannot (foreign nationals). It also clears up what instructions and regulations are applicable to the aircraft and aircrews. FMS aircraft are operated under this Instruction and the Service rules of the procuring Service called for under the contract. When FMS contracts involve OCONUS locations, who is authorized to fly the aircraft and which instructions/regulations are applicable depend on what is written in the contract. While the aircraft are still under contract, GFRs should treat the aircraft like any other DoD aircraft under contract.
- 7.15.2. The operations of FMS aircraft are considered PAO when operating in the NAS, and are "State" aircraft operations OCONUS. PAO or State designations do not change APT responsibilities.
- 7.15.3. FMS contracts for aircraft will contain the <u>Ground and Flight Risk Clause</u> (<u>GFRC</u>) when the foreign customer has agreed to assume the risk for loss or destruction of, or damages to, aircraft (i.e., to "Hold" the US Government "Harmless" of all cost liability) (See <u>DFARS 228.370(b)(1)(iii)</u>). The FMS customer's assumption of risk of loss is documented in the FMS Case Letter of Offer and Acceptance (LOA) Standard Terms and Conditions. For FMS contracts that do not contain GFRC, this Instruction may be included as a contract requirement to provide aircraft operations CAS.
- 7.16. Direct Commercial Sales. Direct Commercial Sales (DCS) refer to contracts in which a foreign government buys aircraft directly from a U.S. manufacturer without using the DoD procurement process. With only very rare exceptions (NATO procurement), DCS contracts will have no GFR involvement. Consult your legal counsel office if you are assigned to perform CAS on commercial sales contracts.
- 7.17. Other Atypical Programs. Consult with the appropriate waiver authority for this Instruction when you are assigned to atypical programs not described above, such as Joint Procurement Office (JPO) procurement.
- 7.18. GFR Authority to Approve Limited Procedures. When writing Procedures, contractors are required to address only those processes that are applicable to the operations conducted under contract. While GFRs cannot waive any requirements of this Instruction, they may determine which processes are not applicable to the contract effort. Items that are not applicable to specific contract/location shall be place marked

- as N/A. GFRs should use Table 7.1, Non-Standard Application of the GFRC and this Instruction, when deciding which processes may not need to be addressed for these special contract situations and use the following guidance:
- 7.18.1. Chapter 4 Flight Operations. GFRs should maintain knowledge and oversight of all aircrew and flights under contract. Contractor-owned aircraft flying non-PAO follow civil rules and SHALL NOT be included in the Procedures. Contractor-owned aircraft flying PAO shall follow this Instruction. Service Guidance (paragraph 1.58) may be defined differently for COCO PAO. While Service Guidance may serve as good guidance for a COCO PAO contractor, there is no intent for this document to require other Service methodologies for these contracts.
- 7.18.2. Chapter 5 Ground Operations. Maintenance procedures for contractor-owned aircraft operating with a civil airworthiness certificate are solely the responsibility of the contractor under the purview of the FAA; no GFR involvement. Approval of GOPs that affect PAO operations, for contractor-owned aircraft operating with an airworthiness certificate granted by the Service to perform PAO, is the responsibility of the GFR. Commercial aircraft may follow commercial maintenance processes, and should so state as part of their GOPs.
- 7.18.3. Chapter 6 Safety. GFR approval is required for those Safety Procedures that intersect with PAO, or if not followed, increase risk to Government aircraft.

Table 7.1 – Non-Standard Application of the GFRC and this Instruction

	GFRC	Chap's 1, 2, & 3	Chap 4, Flight Ops	Chap 5, Ground Ops	Chap 6, Safety
Contractor- owned Aircraft Flying PAO	Normally not included	Applies	Limited	Limited to operations that affect PAO flight safety	Limited, must include mishap investigation requirements
FMS with Hold Harmless clause	Applies	Applies	Applies	Applies	Applies
FMS without Hold Harmless clause	Not allowed.	Applies only if Instruction included on contract	Applies only if Instruction included on contract	Applies only if Instruction included on contract	Applies only if Instruction included on contract

Attachment 1 - Glossary of Acronyms

AAMA Army Aeromedical Activity

ACBT Air Combat Training

ACO Administrative Contracting Officer

ACF Acceptance Check Flight

ACOM Army Command

ACT Aircrew Coordination Training

ACT-E Aircrew Coordination Training-Enhanced

AD Airworthiness Directive

AFFARS Air Force Federal Acquisition Regulation Supplement

AFE Aircrew Flight Equipment
AFI Air Force Instruction

AFMC Air Force Materiel Command

AFRC Aircraft Flight Risk Clause (Superseded)

AGE Aerospace Ground Equipment
AGSE Aircrew Ground Support Equipment
ALSE Aviation Life Support Equipment
ALSS Aviation Life Support Systems
AMC U.S. Army Materiel Command
AMM Aviation Maintenance Manager

APT Aviation Program Team
APU Auxiliary Power Unit
AR Army Regulation

ARFF Aircraft Rescue and Fire fighting
ASO Aviation Safety Officer/Official
ASRS Aviation Safety Reporting System

ATC Air Traffic Control

ATM Aircrew Training Manual

ATP Aircrew Training Program (Army)

BASH Bird/Animal Avoidance and Strike Hazard

BFM Basic Fighter Maneuvers
CAD Cartridge Activated Device
CAR Corrective Action Request

CAS Contract Administration Services

CASC Contract Administration Services Component

CC Commander

CFO Chief, Flight Operations
CFT Contractor Field Team
CG Center of Gravity

CMDR Commander

CMO Contract Management Office

CO Contracting Officer

COA Certificate of Waiver or Authorization

COMNAVAIRSYSCOM Commander, Naval Air Systems Command

CMA Controlled Movement Area

CRM Crew/Cockpit Resource Management

CRADA Cooperative Research and Development Agreement

CRC Army Combat Readiness/Safety Center

CRM Crew Resource Management
CRO Contractor's Requesting Official
CSS Contractor Safety Specialist
CSSO Cognizant Service Safety Office

CTK Composite Tool Kits

DA Department of the Army

DA PAM Department of the Army Pamphlet

DEA Drug Enforcement Agency

DES Directorate for Evaluation and Standardization (Army)
DFARS Defense Federal Acquisition Regulation Supplement

DCMA Defense Contract Management Agency

DCMAI DCMA International Division
DCMAS DCMA Special Programs Division

DCMA INST Defense Contract Management Agency Instruction

DHA Department of Homeland Security
DLAI Defense Logistics Agency Instruction

DoD Department of Defense
DOT Department of Transportation
FAA Federal Aviation Administration
FAR Federal Acquisition Regulation

FCC Federal Communications Commission

FCF Functional Check Flight
FCIF Flight Crew Information File
FDME Flying Duty Medical Examination

FDS Facility Data Sheet FE Flight Examiner

FLIP Flight Information Publications

FMS Foreign Military Sales

FO Foreign Object

FOD Foreign Object Debris or Damage

FOE Foreign Object Elimination
FOPs Flight Operations Procedures
GFE Government-Furnished Equipment
GFP Government-Furnished Property
GFRC Ground and Flight Risk Clause
GFR Government Flight Representative
GGR Government Ground Representative

GGFR Ground Government Flight Representative
GOCO Government Owned, Contractor Operated

GOPs Ground Operations Procedures
GSE Ground Support Equipment
GTC Gas Turbine Compressor
GTV Ground Test Vehicle

HATR Hazardous Air Traffic Reports

HAZMAT Hazardous Material

HCA Heads of Contracting Activities

HIPAA Health Insurance Portability and Accountability

HMR Hazardous Material Report

HQDA Headquarters, Department of the Army ICAO International Civil Aviation Organization IE Instrument Flight Examiner (Army)

IFR Instrument Flight Rules
IG Inspector General

IMC Instrument Meteorological Conditions

IP Instructor Pilot

IQT Initial Qualification Training

KO Contracting Officer

LDD Loss, Damage, Destruction
LEL Lower Explosive Level
LOA Letter of Agreement
LOD Letter of Designation

LOX Liquid Oxygen

LOPs Local Operating Procedures
MACA Mid-Air Collision Avoidance
MAJCOM Major Command (Air Force)
MDR Maintenance Deficiency Report
ME Maintenance Evaluator (Army)

MIL-STD Military Standard

MOA Memorandum of Agreement MRP Mishap Response Plan

MSL Mean Sea Level

MTF Maintenance Test Pilot

MTP Maintenance Test Pilot (Army)

NAVAIDs Communication or Navigation Aid

NAVSAFECEN Naval Safety Center

NAS National Aerospace Standard NAS National Airspace System

NASA National Aeronautics and Space Administration

NATO North Atlantic Treaty Organization
NDI Non Destructive Inspection

NFPA National Fire Protection Association

NMAC Near Mid Air Collision

NOTAM Notice to Airmen

OBOGS On-Board Oxygen Generating System
OEM Original Equipment Manufacturer

OG Operations Group

OHR Operational Hazard Report

OMMR Overhaul, Modification, Maintenance, or Repair

OPI Office of Primary Interest

OPR Office of Primary Responsibility

OTA Other Transactions Authority
PA Property Administrator
PAD Propellant Activated Device

PAS Preaward Survey

PARC Principal Assistant Responsible for Contracting

PCO Procuring Contracting Officer
PDM Program Depot Maintenance
PEO Program Executive Officer

PI Program Integrator
PM Program Manager

PMA Program Manager Aircraft
PMO Program Management Office
PPE Personal Protection Equipment

QA Quality Assurance

QAR Quality Assurance Representative

RATO Rocket-Assisted Takeoff

RFID Radio Frequency Identification
ROA Remotely Operated Aircraft
RPA Remotely Piloted Aircraft
RPV Remotely Piloted Vehicle

SB Service Bulletin

SCA Supporting Contract Administration SCCO Senior Center Contracting Officer

SCO Senior Contracting Officer SHGA Sustained High G Aircraft

SODA Statement of Demonstrated Ability
SOFA Status of Forces Agreement

SP Standardization Instructor Pilot (Army)

SPO System Program Office STANAG Standardization Agreement

SUAS Small Unmanned Aircraft System

TCAS RA Traffic Collision Avoidance System Resolution Advisories

TECH REP Technical Representative
TFOA Things Falling Off Aircraft

TCTO Time Compliance Technical Order

TD Technical Directive TDY Temporary Duty

TMDE Test, Measurement, and Diagnostic Equipment

TPS Test Pilot School
UA Unmanned Aircraft

UAS Unmanned Aircraft System UAV Unmanned Aerial Vehicle

USAAWFC U.S. Army Aviation Warfighting Center USACRC U.S. Army Combat Readiness Center

VFR Visual Flight Rules

VMC Visual Meteorological Conditions

WAMHRS Web-enabled Aviation Mishap and Reporting System

Webb-Enabled Safety System Weather



Blank

Attachment 2 - Request for Flight Approval

REQUEST FOR FLIGHT APPROVAL								
Tona or some	REQUEST DATE							
TO: (Activity Approvir	ng Flight)		FROM: (Name and Address of Contractor)					
1 PRIME CONTRAC	4. DDIME CONTRACT AN IMPED or DAN MENT AN IMPED (Under Whish Aircraft Assigned)							
	PRIME CONTRACT NUMBER or BAILMENT NUMBER (Under Which Aircraft Assigned) RESONNEL 3. NON-CREW PERSONNEL							
POSITION	NAME and TITL	_E of PERSON	POSITION	NAME and TITLE of	f PERSON			
4. AIRCRAFT MISSI	ON, DESIGN, SERIES		5. DATE(S) OF FLIGI	HT(S)				
6. AIRCRAFT SERIA	AL NUMBER(S)							
7. FLIGHT DETAILS	(Statement concerning fligh	t objectives)						
	CONTRACTOR REPRESEN			ccordance with the flight prog	ram			
NAME (Last, First, Mi			IBER / E-MAIL	SIGNATURE	DATE / TIME			
9. SIGNATURE OF GOVERNMENT FLIGHT REPRESENTATIVE (MUST BE SIGNED TO BE APPROVED)								
NAME (Last, First, Mi	NAME (Last, First, Middle Initial)		BER / E-MAIL	SIGNATURE	DATE / TIME			
	POST FLIGHT DETAILS							
10. NUMBER OF FLIGHTS 11. HOURS FLOWN								
12. REMARKS (Enter brief statements as to flight results, trouble encountered during flight, and weather, or other conditions which prevented completion of flight.)								
	13. SIGNATURE OF CONTRACTOR REPRESENTATIVE							
NAME (Last, First, Mi	udie Miliai)	PHONE NUMBER / E-N	VIAIL	SIGNATURE	DATE / TIME			

DCMA Form 644 Apr 2015 PDF-5.0

Attachment 3 – Request For Government Approval For Aircrew Qualifications And Training

REQUEST FOR GOVERNMENT APPROVAL FOR AIRCREW QUALIFICATIONS AND TRAINING

OMB NO. 0704-0347 OMB Approval Expires July 31, 2007

The public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operation and Reports (0704-0347), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

	tly valid OMB control number.	aware that notwithstandir	ig any other prov	ision of law, no perso	n shall be subject to any	penalty for falling to	comply with a collection of inf	ormation ii it does not display a
			PF	RIVACY AC	CT STATEM	ENT		
AUT	HORITY: 10 USC 1	36, 10 USC 2302;	DLAI 8210.	1; EO 9397.				
PRI	NCIPLE PURPOSE	(S): Used to mor	nitor and ma	nage individual	contract flight and	d ground perso	onnel records.	
	JTINE USE(S): Red shed by the Departmen						on (FAA) or any of the	blanket routine uses
DIS	CLOSURE: Voluntai	ry; however, failur	e to provide	the information	could result in dis	sapproval to pa	articipate in the progra	am.
	ROM (Name and Addre	*					Government Flight R	
3. C	REWMEMBER NAME	(Last, First, Middl	le Initial)		4. SSN (Last 4	only)	5. DATE OF BIR	TH (YYYYMMDD)
6. A	IRCRAFT	7. CREW	POSITION		8. SECURITY	CLEARANCE	9. FAA RATING	
10.	EDUCATIONAL BACK	GROUND						
a. HI	GH SCHOOL (1) NAME			(2) LOCATION	(Include Zip Code)		(3) DATE COMPLET	ED (YYYYMM)
h 0/	OLL FOE(O) OR LININ/FROM	T///EO) /4) NIANE		(0) I OOATION	(landon Time On da)		(3) DEGREE(S) OBTAINED	
D. CC	DLLEGE(S) OR UNIVERSI	TY(IES) (T) NAME		(2) LOCATION	(Include Zip Code)		(3) DEGREE(S) OBT	AINED
c. FLIGHT SCHOOL (1) NAME (2) DATE COMPLETED (YYYYMMDD) (2) DATE COMPLETED (YYYYMMDD)						(2) DATE COMPLETED (YYYYMMDD)		
e. SF	PECIAL PROFESSIONAL S	SCHOOL(S) (List nai	me of school, l	ocation, primary s	ubject of study, and	date completed)	(Use additional sheets if	necessary)
	HAVE YOU EVER SER	RVED IN ANY BR					YES (Complete a	-f) NO
a. Br	RANCH OF SERVICE			5,1126 (11111111155)			OCATION	
			(1) FROM	_	(2) TO			
d. HI	GHEST RANK	e. AERONAUTICA	AL RAT NG		NOW A MEMBER OF THE RESERVES OR NATIONAL GUARD if Yes, specify:) (1) BRANCH OF SERVICE			D? (X one) (2) PRESENT RANK
				NO				` '
12.	PROVIDE A RESUME	OF EXPERIENCE	IN THE FL	IGHT TEST FIE	•	•	,	ience by project, type of
	RESUME ATTACHED				-	and hours flow	*	
	FLIGHT CREWMEMBE accomplishment of my a		ON. I certify	that I have read	d and understand	all of the cont	ractor's procedures ar	nd directives pertinent to
a. TYPED NAME (Last, First, Middle Initial) b. SIGNATURE						c. DATE SIGNED		
14.	CONTRACTOR'S REC	UESTING OFFIC	IAL (CRO)					
	I have verified the reco	rds of the crewme	mber above	and request the	e he/she be appro	oved for qualifi	cation training as a	
	(crew position)							for (Strike out all
	71 71 0 0 1 1							type aircraft.
	a. TYPED NAME (Last, First, Middle Initial) b. SIGNATURE c. DATE SIGNED							
15. GOVERNMENT FLIGHT REPRESENTATIVE (GFR)								
						_		DATE CICLIES
	APPROVED	a. TYPED NAM Initial)		st, Middle	b. SIGNATURI	<u> </u>		c. DATE SIGNED

DD FORM 2627, APR 2006

PREVIOUS EDITION IS OBSOLETE

Attachment 4 - Contractor Crewmember Record

C	ER R	ECORD)		Form Appro OMB No. 0							
PRIVACY ACT STATEMENT												
AUTHORITY:	10 USC 8	3012.44 USC 3	3101. and EO 9	9397. N	lovembe	er 1943 (SSN)						
						w personnel records and approval to operated Government aircraft.						
Serves as a record of approval of private con-										Siait.		
DISCLOSURE: Voluntary; however, failure to complete will p Government aircraft.					revent a	approval of cor	tractor flight c	rew members	s from operatii	ng		
NAME OF CREWMEMBER (First, last, middle initial)					CONTRACTOR REPRESENTATIVE (Name and Address)							
	•	,						,	•			
IDENTIFY CREW POSITI	ON											
TEST		SUPPORT										
		}										
FUNCTIONA	AL.	OTHER (Specify)										
		, ,	• *	ı								
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JET HRS. TURE	PERIOD	HRS. RE		G	_ HRS	. ROTARY _		COPILOT	AIRCRAFT	OTHER CREW		
JET HRS. TURE MISSION DESIGN AND SERIES	PERIOD OF	HRS. RE	CIPROCATING	G	_ HRS	. ROTARY _	HRS.	COPILOT	AIRCRAFT	OTHER CREW MEMBER		
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DD Form 1821, Aug 96 (EG)

Previous editions are obsolete

Page 1 of 3 pages

	SECTION II F	LIGHT C	HECK (Instr	ructor fill in remarks where ap	oplicable)	•
PREFLIGHT INSPECTION AND FORMS				7. IN-FLIGHT EMERGENCY PROCEDURES		
2. EMERGENCY ESCAPE PROCEDURES				PRELANDING CHECK, TRAFFIC PATTERN AND LANDINGS		
3. PRESTART COCKPIT PROCEDURES & ENGINE START				9. POSTFLIGHT INSPECTION		
COMMUNICATIONS AND TAXI PROCEDURES				10. ACCOMPLISHMENT OF FORMS AND AIRCRAFT SECURITY		
5. PRETAKEOFF COCKPIT CHECK AND ENGINE RUNUP				11. INSTRUMENT PROFICIENCY CHECK		
TAKEOFF AND FLIGHT PROCEDURES				12. OTHER (Specify)		
	SECTION II	ADDITIO	ONAL REQUI	REMENTS (fill in where app	olicable)	4
	CHECKED BY	GRADE		DATE AND PLACE		HOURS
13. PHYSICAL EXAMINATION						
14. PHYSIOLOGICAL/ALTITUDE INDOCTRINATION						
15. PRESSURE SUIT TRAINING						
16. PERFORMANCE DATA						
17. GROUND SCHOOL (By Subject)						
AIRCRAFT GENERAL						
AIRCRAFT PREFLIGHT						
ENGINE SYSTEM						
OXYGEN SYSTEM						
AIR CONDITIONING						
PRESSURIZATION						
FUEL SYSTEM						
INSTRUMENT SYSTEM						
ELECTRICAL SYSTEM						
HYDRAULIC POWER SYSTEM						
UTILITY SYSTEM						
FLIGHT CONTROL SYSTEM						
AUTO PILOT SYSTEM						
ROTARY SYSTEM						
18. COMMUNICATIONS AND NAVIGATION						
19. AIRCRAFT EMERGENCY PROCEDURES						
20. OTHER REQUIREMENTS AS STATED IN APPROVED CONTRACTOR OPERATING PROCEDURES						
21. Have you ever had an accident (disorientation) as a pilot, or other lf yes, explain.		r military pro	cedures) or physio	logical reaction (e.g., hypoxia, decom	pression sickness, hyperventilation, spat	ial
22. Have you ever been charged wit circumstances.	h a flying violation, re	moved from	crewmember state	us by a GFR for cause, or removed fro	om military flight orders for cause? If so,	state the
23. Remarks. (For additional space	use blank sheet.)					
·	•					
DD Form 1821, Aug 96			Previous edition	ons are obsolete	Page 2 o	f 3 pages

	CERTIFICATION OF QUALIFICATION								
This is to certify that									
(Name and Crew Position) Has satisfactorily completed the training or special qualification indicated hereon:									
YEAR	TRAINING OR SPECIAL QUALIFICATIONS	DATE COMPLETED	CERTIFYING OFFICIAL						
	GROUND PHASE								
	WRITTEN EXAMINATION								
	EMERGENCY PROCEDURES								
	EGRESS TRAINING								
	PHYSIOLOGICAL TRAINING								
	OTHER (Specify) ¹								
	FLIGHT PHASE								
	PROFICIENCY								
	INSTRUMENT								
	OTHER (Specify) ¹								
	GROUND PHASE								
	WRITTEN EXAMINATION								
	EMERGENCY PROCEDURES								
	EGRESS TRAINING								
	PHYSIOLOGICAL TRAINING								
	OTHER (Specify) ¹								
	FLIGHT PHASE								
	PROFICIENCY								
	INSTRUMENT								
	OTHER (Specify) ¹								
¹ Formation, Refueling,	¹ Formation, Refueling, Night or special maneuver requirements.								
	SECTION IV - CERTIFIC								
I certify that I have read and understand all pertinent technical orders, handbooks, contractor's operating Procedures, and pilot's operating instructions pertaining to the above aircraft.									
DATE	SIGNATURE OF								
	er has/has not demonstrated proficiency in, and has/has not a	, ,							
mission/design/series aircraft and has/has not completed the flight requirements for the type of flight check indicated above, and is/is not fully qualified									
in this type aircraft.									
This checkout consiste from left (or front) seat.	d of hours dual, hours solo,	landings from right (or rear) seat, a	and landings						
DATE	BASE OR HOME STATION OF INSTRUCTOR	TYPED OR PRINTED NAME OF INST	RUCTOR						
		SIGNATURE OF INSTRUCTOR							
	I	l .							

DD Form 1821, Aug 96

*U.S. Government Printing Office: 1987 – 185 – 626/69118

3 of 3 pages

Attachment 5 - Request For Approval Of Contractor Crewmember

OMB NO. 0704-0347 REQUEST FOR APPROVAL OF CONTRACTOR CREWMEMBER OMB Approval Expires Jul 31, 2007 The public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operation and Reports (0704-0347), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. 1. FROM (Name and Address of Contractor's Requesting Official) 2. TO (Name and Address of Government Flight Representative) 3. CONTRACTOR'S REQUESTING OFFICIAL (CRO). I have verified the records of (Crewmember's name) and request that he/she be approved As a (crew position) for (Strike out all inapplicable) experimental/engineering/acceptance/production/ functional/support flights in _ type aircraft. a. TYPED NAME (Last, First, Middle Initial) b. SIGNATURE c. DATE SIGNED 4. INSTRUCTOR PILOT/FLIGHT EXAMINER (IP/FE) I certify that the crewmember above has satisfactorily flown a proficiency flight check on (Date) a. TYPED NAME (Last, First, Middle Initial) b. SIGNATURE c. DATE SIGNED 5. GOVERNMENT FLIGHT REPRESENTATIVE (GFR)

DISAPPROVED
DD FORM 2628, APR 2006

APPROVED

PREVIOUS EDITION IS OBSOLETE

b. SIGNATURE

c. DATE SIGNED

a. TYPED NAME (Last, First, Middle Initial)

Attachment 6 – GFR/GGFR Appointment Letter Sample Format [LETTERHEAD]

[Date]

MEMORANDUM FOR WHOM IT MAY CONCERN

FROM: [Position Title] (See Chapter 1, Definitions, Paragraph 1.8. for appropriate Approving Authority)

Pursuant to the Combined Instruction, [DCMA INST 8210.1C, AFI 10-220_IP, AR 95-20, NAVAIRINST 3710.1G, COMDTINST M13020.3A], Contractor's Flight and Ground Operations, [name/rank] is hereby designated [Alternate or Ground, if appropriate] Government Flight Representative (GFR) for [contractor name and location, or specific contract number]. The authority to perform the Contract Administration Services (CAS) function listed in FAR subpart 42.302(a)(56) maintain surveillance of flight operations, is granted to [name/rank] as an individual, and is not to be re-delegated. It is effective only so long as [name/rank] remains in [his/her] present assignment, unless sooner terminated.

[Approving Authorities may limit the authority granted to GFRs/GGFRs. Use the following Paragraph for authorizing individuals to perform all GFR responsibilities under this Instruction]:

[Name/rank] is delegated full authority to approve contractor crewmembers, flights, and Procedures for aircraft flight and ground operations under [his/her] jurisdiction.

[Use this Paragraph for assigning qualified Ground GFRs]:

[Name/rank] is delegated authority to approve contractor aircraft ground operations Procedures under [his/her] jurisdiction.

Direct any questions concerning this letter to this office, DSN 123-4567, (888) 123-4567.

[Approving Authority]

Attachment 6.1 – Applications for GFR/GGFR Appointments

6.1.1. ARMY

- 6.1.1.1. Send a copy of your DCMA GFR Course completion certificate and Section A of your contract, to *Ted Brodzinski*, (256) 450-7021, theodore.b.brodzinski.civ@mail.mil.
- 6.1.1.2. Army Heads of Contracting Activity (HCAs) or Principal Assistant Responsible for Contracting (PARC). The authority may be delegated within the contracting activity no lower than the Procuring Contracting Officer (PCO). No delegations are authorized external to the contracting activity.

6.1.2. NAVY

- 6.1.2.1. Send a copy of your DCMA GFR Course completion certificate and Section A of your contract, to NAVAIR_AviationSafety@navy.mil, or contact (301) 342-7233. Exceptions:
- 6.1.2.1.1. For service appointed GFRs within NAVAIR, Wing Commanders are authorized as the appointing authority for designation of GFRs assigned to NAVAIR administered contracts supporting units under their operational chain of command. Contact the Wing GFR. NTWL (301) 342-8374. NTWP (760) 939-7720.
- 6.1.2.1.2. For CNATRA administered contracts, contact your CNATRA command GFR at N33, (361) 961-2352/3325 (DSN 861).
- 6.1.2.2. Navy Commander, Naval Air Systems Command (COMNAVAIRSYSCOM). Delegated to other Controlling Custodian Commanders who administer FAR subpart 42.302 responsibilities for organizational level support and training contracts.

6.1.3. AIR FORCE

- 6.1.3.1. GFR/GGFR Appointment Letters are created by the appropriate HCA as listed below. Provide your full name and rank and a copy of GFR/GGFR Course Completion certificate. The completed appointment letter is required prior to performing GFR/GGFR duties. Forward a copy of the completed appointment letter to AFMC/A3V Workflow. In order to accurately capture the scope of contractor operations across the Air Force, all GFRs assigned to Air Force contracts will submit annually, in January, a GFR Data Sheet to HQ AFMC/A3V. See AFMC Supplement to AFI 10-220_IP (see DCMA INST 8210.1, Attachment-6, GFR/GGFR Appointment Letter Sample Format, for details and format)
- 6.1.3.2. The Deputy Assistant Secretary (Contracting) DAS(C) and Associate Deputy Assistant Secretary (Contracting) (ADAS)(C) are the HCA for the Air Force. All non-delegable HCA responsibilities may only be exercised by the DAS(C) and ADAS(C).

The DAS(C) makes the following delegations for all delegable HCA responsibilities to: The MAJCOM/DRU and AFISRA Senior Contracting Officer (SCO) and to the Senior Center Contracting Officer (SCCO) at Space and Missile Systems Center (SMC), Air Force Life Cycle Management Center (AFLCMC), Air Force Sustainment Center (AFSC), Air Force Test Center (AFTC), and Air Force Research Laboratory (AFRL), without further authority to redelegate any HCA responsibilities unless specifically stated otherwise in the AFFARS. The SCO at HQ AFMC may redelegate HCA responsibilities to SCCOs without further authority to redelegate unless specifically authorized otherwise in the AFFARS.

6.1.3.3. DAS(C) is the HCA for Air Force component commands tasked to support a "supported commander" during JCS declared contingency operations or exercises.

6.1.4. US Coast Guard – Contact ALC SEHO at (252) 334-5478 for process direction.

6.1.5. DCMA

- 6.1.5.1. GFR/GGFR Appointment Letters are created by the CMO staffs. Provide your full name and rank, and copies of your GFR/GGFR Course Completion certificate and OJT completion checklist (AOI observation not required prior to performing GFR/GGFR duties). Alternately, send you requests along with the above information as follows: for Operations Directorate Ms. Vickie Quinn, vickie.quinn@dcma.mil; for DCMA International Mr. Anthony Satterfield, anthony.satterfield@dcma.mil; for Special Programs Mr. Johnny Husak, john.r.husak@dcma.mil.
- 6.1.5.2. DCMA Director, DCMA; Operations Directorate, Chief Operating Officer (COO); Director, DCMA International (DCMAI); Director, DCMA Special Programs (DCMAS); Commanders, Defense Contract Management Agency Contract Management Offices (CMOs); (May not be re-delegated).

Attachment 7 - Sample Supporting Contract Administration Delegation Format

[LETTERHEAD]

[Date]

MEMORANDUM FOR [Supporting CASC* Commander]

FROM: [Supported CASC Commander]

SUBJECT: Supporting Contract Administration (SCA) Request

Request that your command provide supporting contract administration for [contract number/or program] per <u>FAR subpart 42.302(a)</u>: [These are the more common areas delegated WRT aircraft operations. CASCs should add or delete those items from <u>FAR subpart 42.302</u> as necessary.]

- (27) Perform property administration [requires appointment of a property administrator to oversee Government property not considered aircraft.]
- (38) Ensure contractor compliance with contractual quality assurance requirements [Requires appointment of a Quality Assurance Representative (QAR), Contracting Officer's Representative (COR) or Contracting Officer's Technical Representative (COTR). If the contract aircraft require functional or acceptance check flights include this CAS function. If delegated it may be limited to flight or ground operations only.]
- (39) Ensure contractor compliance with contractual safety requirements [Refers to industrial safety CAS. Useful if contractor has ammunition/explosives, HAZMAT, paint, or aircraft servicing operations.]
- (56) Maintain surveillance of flight operations [Requires appointment of Primary/ Alternate Government Flight Representative(s) (GFR(s)), to monitor contractor flight and/or ground operations. GFR functions may be split between GFRs located at the supported site and supporting site. When splitting duties, describe in this paragraph which functions are being shared between GFRs (e.g., flight approvals or approval of Procedures).]

We ask that acceptance of this SCA request be in writing and include your GFR's/GGFR's name(s) and contact information. Personnel selected to act as the GFR, Alternate GFR, or GGFR must attend the DCMA administered/certified GFR/GGR Training Course and be appointed by the appropriate Approving Authority listed in the Combined Instruction, Contractors Flight and Ground Operations, Attachment 6.1, *Applications for GFR/GGFR Appointments*, prior to performing FAR subpart 42.302(a)(56) contract administration duties.

[Supported CASC Commander's Signature Block]

*Note: To properly re-delegate <u>FAR subpart 42.302</u> CAS functions to Base, Post, Camp or Station locations, the supporting commanders should be Contract Administration Services Component (CASC) commanders. If the supporting unit commander is not a CASC commander see <u>DFARS 242.202</u> paragraph (e)(1)(A):

In special circumstances, a contract administration office may request support from a component not listed in the Federal Directory of Contract Administration Services Components (available via the Internet at https://pubapp.dcma.mil/CASD/main.jsp). An example is a situation where the contractor's work site is on a military base and a base organization is asked to provide support. Before formally sending the request, coordinate with the office concerned to ensure that resources are available for, and capable of, providing the support.

Attachment 7.1 – Sample GFR/GGFR Cross Organizational LOA [LETTERHEAD]

[Date]

Letter of Agreement (LOA) between [Owning CASC organization] and Commanding Officer, [organization where aircraft are located]

Subject: Assignment of [Unit] Government Flight Representative (GFR)

References: (a) Contract [number]

- (b) Federal Acquisition Regulation (FAR) subpart 42.203(a)(56)
- (c) Defense Federal Acquisition Regulation Supplement (DFARS)
- (d) DCMA Instruction 8210.1C (AFI 10-220_IP, AR 95-20, NAVAIRINST 3710.1G, COMDTINST M13020.3A), Contractor Flight and Ground Operations

<u>Scope.</u> This agreement applies only to Government Flight Representative (GFR) responsibilities in support of [type aircraft] flight and ground operations conducted under the cognizance of reference (a).

<u>Background.</u> The Defense Contract Management Agency (DCMA) is a joint Department of Defense agency chartered to providing Contract Administration Services (CAS) at contractor facilities. DCMA [command] has contract administration responsibilities for reference (a) which requires the contractor to perform services on [base name]. In accordance with reference (b), (c), and (d) requirements, a Service [GFR/GGFR] is required to oversee the contractor's operations that occur on base.

Communication and Coordination.

- a. [Service unit] shall provide DCMA [unit] a properly qualified and trained [GFR/GGFR] in accordance with the criteria given in reference (d) to perform on base [GFR/GGFR] duties in support of reference (a). The [GFR/GGFR] shall report to DCMA [unit] while performing [GFR/GGFR] duties, but shall belong to [Service unit] administratively, and for all other duties.
- b. DCMA [unit] shall provide assistance in the interpretation of contract requirements as needed by the GFR. Any waivers to the reference (a) or (d) requirements shall be submitted through the DCMA chain of command in accordance with reference (d).

<u>Administration.</u> Custody of the aircraft shall remain with the Service. Any flight or ground mishap investigations will be the responsibility of the Service. DCMA will provide contract information or other technical expertise during the course of the investigation if needed. The GFR shall notify the ACO of any damage to the aircraft during the term of the contract.

<u>Review Process.</u> This LOA shall be reviewed and updated as required or whenever there is a change in contract requirements. The LOA shall expire on completion of all contracted work, or upon notification by either party.

Nomination. The [Service command] hereby appoints [individual's rank, name] to be the [GFR/GGFR] for reference (a) under the terms of this LOA.

<u>Appointment.</u> Upon confirming the qualifications of the [unit GFR/GGFR], [DCMA CMO commander] shall formally delegate GFR responsibility per reference (d).

DCMA CMO commander]	
Commanding Officer, [Service unit	[]

Attachment 8 – Sample Survey Report Format UNIT LETTERHEAD

[Date]

EXECUTIVE SUMMARY [Example Annual Survey Report. NOTE: The Executive Summary should be attached to a cover letter routing the report through GFR's commander, ACO, and contractor.]

INTRODUCTION

The Flight Operations Survey of [contractor] was accomplished [date]. The contractor was evaluated according to the contract, the Combined Instruction and applicable Service *Guidance* and industry standards. The Survey Team consisted of:

GFR/GGFR [Name, Rank]
GGR [Name, Rank]
CSS [Name]
QA [Name, Rank]
Other [Name, Rank]

The Survey Team in conjunction with [USN/USA/USAF] customer representatives from [Service unit] evaluated the contractor's mitigation of risk in each of four functional areas of aircraft operations at [contractor]. The goal is to improve the safety and security for all personnel involved, and to better protect and conserve government resources.

The Survey Team in conjunction with [USN/USA/USAF] customer representatives from [Service unit] evaluated the contractor's mitigation of risk compliance with the Combined Instruction (DCMA INST 8210.1) and contractual requirements in each of four functional areas of aircraft operations at [contractor]. The goal is to improve the safety and security for all personnel involved, and to better protect and conserve government resources.

PURPOSE

This report fulfills the requirements of DCMA INST 8210.1C, NAVAIRINST 3710.1G, AR 95-20, AFI 10-220_IP, COMDTINST M13020.3A, for conducting an Annual Flight Operations Survey of contractor operations where the Government, by contract, assumes some or all of the risk of loss through the Ground & Flight Risk Clause (GFRC) (DFARS 252.228-7001). This report includes the Executive Summary narrating the teams' observations, Observations requiring corrective actions, and a Facility Data Sheet.

This report is to be treated as sensitive information and not be shared with other contractors. The information herein is to be considered "For Official Use Only" and is

not to be distributed outside [contractor], owning program offices, or CAS channels. Additionally, there is no provision to use this information for contract sourcing.

CONTRACTOR OVERVIEW

[Include paragraph describing scope of contract work]

OVERALL ASSESSMENT

[In two or three paragraphs, summarize the overall health of the contractor's operations. Highlight any significant observations, good or bad.]

DETAILED ASSESSMENT

<u>Contractor's</u> Procedures. [Describe the observations that contributed to the overall assessment of the Procedures using as many paragraphs as necessary. GFRs may discuss contractual, non-contractual, and positive feedback to the contractor in this section. Any observation requiring corrective actions by the contractor should be listed in the *Required Corrective Actions* attachment.]

[Repeat report format for:]

Flight Operations:

Ground Operations:

Safety:

CONCLUSIONS

[Summarize the entire report. Your audience is the ACO (or lead), the program office, and finally the contractor. Route the report through the ACO to the contractor. Copy the program office. If corrective actions are directed, include the final disposition of the report and contractor's response in your file copy.]

//signed//
NAME, Rank, Service
Government Flight Representative

Attachments

- 1. Observations Requiring Corrective Actions [if any]
- 2. Facility Data Sheet

OBSERVATIONS REQUIRING CORRECTIVE ACTIONS

[NOTE: ACO should forward the entire Survey report to the contractor. However, they shall stress that only this section requires actions by the contractor.]

Observation 1: [Describe deficiency. All observations requiring corrective actions MUST BE of a contractual nature. Observations should provide sufficient information for resolving the deficiency, however, GFRs should never direct specific solutions to the deficiencies identified in the Contractor's Procedures. To do so would lessen the contractor's ownership of their Procedures. Deficiencies outside the scope of the contract should be addressed through a DD Form 1716, Contract Data Package Recommendation/Deficiency Report, for resolution. Attempting to correct a contract deficiency though an Annual Survey Report could be construed as creating a constructive change and should be avoided at all costs. Example: Observation 1: No scheduled inspection process exists for work-stands used around contract aircraft. Several work-stands were leaking hydraulic fluid. Padding on three separate work-stands was worn/ripped to such an extent it would not protect an aircraft if the work-stand bumped up against it.] Reference: [State specific Instruction/Regulation/FAR/DFARS/contractual wording that with which the contractor is not in compliance with. For example: Reference: AR-95-20, Paragraph 5.6.]

Recommendation 1: [Every observation requiring corrective actions should include a recommended resolution. Recommendations should provide sufficient information for resolving the deficiency, however, GFRs should never direct specific changes to the Contractor's Procedures. To do so would lessen the contractor's ownership of their Procedures. Example: Develop procedures for inspecting all work stands prior to use and on a recurring basis. Procedures should describe when a work stand should be removed from service until repairs are made. Provide initial and recurring training to all employees who use aircraft work stands detailing the new procedures. Include new processes in the Procedures in the Powered and non powered aerospace ground equipment (AGE) operations section.]

Observation 2: [Repeat format as necessary.]

Recommendation 2: [Repeat format as necessary.]

Attachment 9 - Sample Facility Data Sheet Format

(Excel Version) [Contractor's name and address]

Government Personnel CMDR	Office	Cor	nmercial #	- DSN -	En	nail	
CFO GFR A/GFR GGR CSS PROPERTY							
QA							
ASO/FSO							
Contractor Personnel	Position		Commerc	ial#	Beeper	FA	X / Email
Contractor Crewmembers	Aircraft:	Dilot:	Nove	EE:		Boom:	Other.
- Contractor Crewinembers	Aircraft:					- Воот. - Воот:	Other:
	Aircraft:					Boom:	Other.
Government Crewmembers	Aircraft:	Pilot:	Nav:	FE:		Boom:	Other:
	Aircraft:	Pilot:	Nav:	FE:	CC:	Boom:	Other:
	Aircraft:	Pilot:	Nav:	FE:	CC:	Boom:	Other:
Ground and Flight Risk, DFA Aircraft Flight Risk, DFARS 2 Accident Reporting, DFARS Contractor Flight Ops, [DCM Tool/FOD Control [NAS 412]	252.228 700 252.228 700 A INST 8210	2 9 5					
Aircraft Rescue and Fire Figh	nting [NAS 3	3 306]					
Program Support Team PCO ACO PM PI CSSO	Office		-Commercial #		DSN	FΛ	X/Email
Contract Number:		Aircraft					
Contract Description	0.55			ber Per \			
PCÖ ACO PM PI	Office		- Commercial #		-DSN	FA	X/Email
CSSO			_				
Contract Number:		Aircraft	* *	har Par V	/oor:		

Attachment 10 – Required Procedures Outline

When writing Procedures, contractors shall include all items from this attachment, item by item, as applicable. Items that are not applicable to specific contract/location shall be place marked as N/A. Paragraphs from this Instruction not listed or referenced below are either directive in nature or provide clarifying information for the contractors and GFRs, and therefore need not be addressed in the written Procedures. All items subordinate to the referenced paragraphs/sub-paragraphs in the Outline must be addressed since they support the referenced paragraphs. Refer to Chapter 3 for further guidance on writing Procedures. The paragraph titles listed below may not match exactly the text in this Instruction and are included only as a convenient reference to the paragraphs' purpose. For each paragraph listed address all sub-paragraphs as well except as noted below.

Chapter 1: DEFINITIONS.

Contractors need not address the Definitions Chapter in their Procedures. Including them as a ready reference or adding organizational specific definitions is acceptable. However, if included in the Procedures, the definitions from this Instruction shall not be modified and GFR approval of the Procedures does not extend to any definitions so included.

Chapter 2: WAIVERS

Contractors need not address the waivers chapter in their Procedures. Including waiver procedures as a ready reference or adding organizational specific processes is acceptable. However, if included, the GFR approval of the Procedures does not extend to waiver processes so included. *Though not required to do so,* contractors and GFRs should always use the waiver process in the most recent version of this Instruction. *Failure to do so could result in delays in waiver processing and possible rejection of the waiver request.* The waiver admin process is not directive in nature. It merely defines the current process with the most current contact information.

Chapter 3: PROCEDURES

This chapter provides overarching guidance and requirements for the development of Procedures and need not be addressed in the Procedures except as noted below.

- 3.6. Subcontractors.
- 3.8.2. Procedures POC.
- 3.17. Access to Contractor's Facilities

Chapter 4: Flight Operations

- 4.1. Flight Management. Address all sub-paragraphs except as noted below.
- 4.1.1. General Flight Rules. A simple statement listing which <u>Service Guidance</u> aircrews shall follow is sufficient.
- 4.1.12. Aircrew Duty and Rest Limitations. Contractors need not address these paragraphs. Including these procedures as a ready reference or making them more restrictive is acceptable.

- 4.2. Crewmember/Non-Crewmember Approval. Address only the following subparagraphs in the Procedures.
- 4.2.1. Requesting Officials (or Contractor's Requesting Official (CRO)).
- 4.2.7. Removal From Crewmember Status.
- 4.3. Crewmember Qualification Requirements. Contractors need not address these paragraphs. Including these procedures as a ready reference or making them more restrictive is acceptable.
- 4.4. General Procedures.
- 4.5. Crewmember Training Requirements.
- 4.6. Crewmember Ground Training Requirements.
- 4.7. Crewmember Evaluations.
- 4.8. Forms and Records.

Chapter 5: Ground Operations

- 5.2. Training, Qualification and Certification. Address all paragraphs and subparagraphs.
- 5.3. FOD and Tool Control.
- 5.4. Aircraft Engine/APU/GTC Operation (Ground Personnel).
- 5.5. Medical (Physical) Requirements for Ground Personnel. Although this is a contractual requirement, contractors need not address their process for accomplishing these tasks in their Procedures.
- 5.6. Aircraft Ground Support Equipment (AGSE).
- 5.7. Airfield and Facility Vehicle Operation.
- 5.8. Aircraft servicing.
- 5.9. Aircraft Ground Handling.
- 5.10. AFE/ALSE/ALSS.
- 5.11. Egress System/Component Maintenance and Storage.
- 5.12. Aircraft/Equipment Hydraulic Fluid Analysis Program.
- 5.13. Oil Analysis Program.
- 5.14. Test, Measurement, and Diagnostic Equipment (TMDE).
- 5.15. Weight and Balance.
- 5.16. Tire and Wheel.
- 5.17. Welding and Brazing.
- 5.18. Security of Aircraft / Prevention of Unauthorized Access or Operation of Government Aircraft.
- 5.19. Technical Orders/Maintenance Manuals

- 5.20. Aircraft Records Management.
- 5.21. Safe-for-Flight Release.
- 5.22. Battery Handling, Recharge and Storage.
- 5.23. Corrosion Control.
- 5.24. Aircraft Weapons, Munitions, and Cartridge Activated Devices.
- 5.25. Lasers.
- 5.26. Severe Weather.
- 5.27. Fuel System Maintenance.
- 5.28. Hangaring of Aircraft.
- 5.29. Storage and Handling of Hazardous Materials (HAZMAT).
- 5.30. Gases (Inert and Flammable).
- 5.31. Application of External Electrical and Hydraulic Power.
- 5.32. Operation of Landing Gear, Powered Doors, and Flight Control Surfaces.

Chapter 6: SAFETY

- 6.1. Mishap Prevention Program.
- 6.2. Risk Management.
- 6.3. Hazard Identification and Elimination Procedures.
- 6.4. Aviation Safety Council.
- 6.5. Flight Safety Meetings.
- 6.6. Safety Audits.
- 6.7. Bird/Animal Avoidance and Strike Hazard (BASH) Program.
- 6.8. Mid-Air Collision Avoidance (MACA) Program.
- 6.9. Safety Publications.
- 6.10. Aircraft Damage Reporting Procedures.
- 6.11. Aircraft Mishap Reporting Procedures.
- 6.12. Privileged Data.
- 6.13. Mishap Response Plan (MRP)(or Premishap Plan).
- 6.14. 6.2. Aircraft Rescue and Fire Fighting (ARFF) Procedures.
- 6.15. Aircraft Facilities. 6.3. Protection of Aircraft on the Ground.
- 6.16. Contractor Evaluation of ARFF, Aircraft Facilities, and Protection of Aircraft on the Ground. 6.4. Aircraft Hangars.
- 6.17. OCONUS ARFF, Aircraft Facilities, and Protection of Aircraft on the Ground

Chapter 7 Government Flight Representatives

Contractors shall not include Chapter 7 responsibilities in the Procedures.

Attachments

Contractors need not include Attachments from this Instruction in the Procedures. Including the attachments as a ready reference is acceptable, and though not required, contractors may find the following Attachments particularly useful as references depending on the scope of their contract:

Attachment 12	Ground Operations Training Matrix
Attachment 15	U.S. Armed Forces PAO Decision Tool
Attachment 16	Procedures Matrix for Contractor-owned Aircraft PAO Contracts
Attachment 17	DoD Accident Classification and CSSO List

Attachment 11 - Procedures Review Checklist Guide

This review guide is for information only and does not require contractor or GFR actions. This guide is recommended to be used for the conduct of all Procedures Review.

Purpose: The Procedures Review Guide provides a standardized format for conducting a comprehensive review of Procedures. The guide will assist the user in the review of all requirements stated in Chapter 3 of the combined Instruction. When completed, the Procedures Review Guide will provide the user with a graphic display of deficient areas of the Procedures. The guide will clearly identify specific areas of the Procedures which meet all requirements and are approved, as well as, specific requirements of the Procedures needing enhancement. Use and completion of this guide will eliminate extensive write-ups identifying deficiencies. Procedures Review Guides, when completed by the GFR, shall be provided to the contractor for corrective actions. The Procedures Review Guide is formatted to comply with Attachment 10 of the combined Instruction (with minor changes). Excel copies of the Procedures Review Guide may be found at:

http://www.dcma.mil/policy/8210-1C/Procedures Review Guide 8210.1C Change 1.xlsx

TOOLS: 1) 8210.1C, *Change 1*, version of the Combined Instruction and,

2) Current copy of the applicable SOW or PWS for the contract.

RECOMMENDED CHANGES: This Guide has been created by U.S. Army Materiel Command, *AMCOL-CA* AMCOP CA. Please send comments and recommendations for changes to:

Commander, U.S. Army Materiel Command Attn: *AMCOL-CA* AMCOP CA 4400 Martin Road Redstone Arsenal, AL 35898-5000

General Information

Date of	of Review:	
Date o	of Applicable Combined Instruction: _	
Contra	ractor:	Contract Number:
Date of	of Procedures:	
Reaso	son for Review:	
a)) Annual Review by Contractor:	_(Y/N)
	Name:	
	Position:	
	Phone:	
	eMail:	
b)) Annual Review by GFR:	(Y/N)
	Name:	
	Position:	
	Phone:	
	eMail:	
c)) Change of GFR:(Y/N) Da	ate GFR was Assigned:
d)) Survey:(Y/N)	
	Completed by:	
	Name:	
	Position:	
	Phone:	
	eMail:	

General Information (Continued)

1	. Ar	re these core procedures?
		Yes: No:
2	. If o	core procedures, do they include Local Operating Procedures (LOPs)?
		Yes: No:
3	. Ar	re the Procedures separate and distinct from industrial or quality procedures?
		Yes: No:
4	re gr	pes the contractor provide specific guidance describing activities and quirement of the Combined Instruction pertaining to safety, and flight and ound operations applicable to all aircraft for each specific contractor operation and location?
		Yes: No:
		Legend
N/A	. =	Not Applicable
D	=	
I	=	Identify office/title of individual responsible
S	=	Adequately explain all aspects of a given operation / steps taken to accomplish activities
V	=	Verification procedures / process
T	=	Training requirements
R	=	Records / documentation required
Α	=	Approved
Spre	adsh	neets available at:
		w.dcma.mil/policy/8210- edures Review Guide 8210.1C Change 1.xlsx
10/1	1000	Taking Tinion

Attachment 12 – Ground Operations Training Matrix Contractors shall align their training program with the following requirements:

GOP	Initial Training Trained	Qual	Cert	Practical Exam*	Written Exam*	Recurring Requirement Training
FOD and Tool Control	X	Х				X
Aircraft/Engine/APU	X	Х	Х	X	X	X
Ground Support Equipment (powered)	Х	Х		X		Х
Ground Support Equipment (non-powered)	Х	Х				
Flight Line/Facility Vehicle Operations	Х	Х				
Aircraft Servicing	X	Х		X		
Tow Supervisor	X	Х	Х		X	X
Tow Brake Rider	X	Х		X		
Tow Vehicle Operator	Х	Х	Х	X	Х	
Tow Wing/Tail walkers	Х	Х				
Jacking Supervisor	Х	Х	Х	Х	Х	X
Jack Team Member	Х	Х				
Jack Manifold Operator	Х	Х		X		X
Marshalling	Х	Х		X	Х	
Mooring and Tie Down	Х	Х				
Aircrew Life Support Equipment	Х	Х	Х	Х		Х
Egress System Maintenance	Х	Х	Х	X		Х
Egress Systems Familiarization	Х	Х				Х
Hydraulic Fluid Analysis	X	Х	Note 1	Note 1	Note 1	
Engine/Equip Oil Analysis	Х	Х	Note 1	Note 1	Note 1	
TMDE (Calibration Lab)	Х	Х		Χ		
Weight and Balance	X	Х	Х	X		

GOP	Initial Training Trained	Qual	Cert	Practical Exam*	Written Exam*	Recurring Requirement Training
Tire and Wheel (Storage and Handling)	Х	Х				
Welding/Brazing	X	X	Х	X	X	X
Security of Aircraft	X	Х				
Technical Orders and Manuals	Х	Х	Note 2			
Aircraft Records Management	Х	Х				
Safe-for-Flight Release	X	Х	X	X		
Battery	Х	Х				
Corrosion Control	Х	Х				
Weapons, Munitions and CADs	Х	Х	Х	Х	Х	Х
Lasers	X	Х				
Severe Weather	Х	X				
Fuel System Maintenance	Х	Х				
Aircraft Hangaring	X	X				
HAZMAT (Storage and Handling)	Х	Х				
Gases (Inert and Flammable)	Х	Х				
Application of External Electrical and Hydraulic Power	X	X		X		
Landing gear, powered doors, and flight control surface operation	X	X	X	X		

Note 1: Applies to Lab Technicians Only

Note 2: Applies to Technical Distribution Account Custodian/Librarian

^{*}These columns are recommended only, except where required by contract or chapter 5 (e.g., engine run qualifications)

Attachment 13 – Corrective Action Requests

- 13.1 CARs are *a common* method used to *formally* communicate *contractual deficiencies to* the contractor. The CAR focuses on deficiencies that result from noncompliance. Any employee performing Contract Administration Services (CAS) can initiate and present a CAR to the contractor.
- 13.2 CARs should always be written.
- 13.3 Response from the contractor is mandatory.
- 13.4 Originator must follow-up to verify implementation and effectiveness of contractor actions.
- 13.5 If contractor is not responsive to lower-level CARs, consider escalation.
- 13.6 GFRs/GGFRs should keep a record of all CARs, including follow-up and close out actions taken in response to the CAR.
- 13.7 There are four types of CARs; they include:

Level I	 is a contractual noncompliance requiring no special management attention to correct,
	may be directed to working level.
Level II	 is a request for corrective action for contractual noncompliance which could affect cost, schedule, or performance if not corrected in a timely manner,
	• is directed at the contractor management level responsible for the process.
Level	involves serious contractual noncompliance,
III	 must be directed to contractor top management,
	 may incorporate contractual remedies such as reduction of progress payment, cost disallowance, or business management systems disapprovals,
	 must be coordinated with the ACO prior to issuance and requires notification of the CASC commander, and
	 once issued, involves putting the contractor on the Contractor Alert list. (Removal would be after corrective action and close-out of the CAR.).
Level IV	 is the most serious CAR and could result in suspension of payment, termination for default, or debarment,
	 must be issued by the cognizant ACO and countersigned at the CASC commander level,
	must be directed to contractor top management,
	 copies are sent to the customer buying activity, and
	 involves putting the contractor on the Contractor Alert list.

[Letterhead]

[GFR's Organization]

Reference Contract [Number]

[Contractor POC and address]

SUBJECT: [Observed non-compliance]

Dear Mr. Canyon:

[Narrative of deficiency. All CARs <u>MUST BE</u> of a contractual nature. Example: Observation 1: No scheduled inspection process exists for workstands used around contract aircraft. Several work-stands were leaking hydraulic fluid. Padding on three separate work-stands was worn/ripped to such an extent it would not protect an aircraft if the work-stand bumped up against it. Reference: (State specific Instruction/Regulation/FAR/DFARS/contractual wording that the contractor is not in compliance with.) For example: Reference: AR-95-20, Paragraph 5.6.]

Please inform this office in writing, referencing CAR No. [2011-12345], of the results of the root-cause analysis of the non-conformance and actions taken to prevent its reoccurrence.

Please respond to the undersigned at [GFR's email address].

//signed//
NAME, Rank, Service
Government Flight Representative

cc: [Sub-contractor (if applicable)]
[ACO]

Attachment 14 – Certificate of Compliance (Deleted) CERTIFICATE of COMPLIANCE

DATE:	
FULL NAME:	
EMPLOYED BY:	
PHONE NUMBER:	
Lands that the balance Cataol de company	to become been formulated to .
I certify that the below listed documen	ts nave been forwarded to:
U.S. ARMY Aeromedical Activity	FAX: (334) 255 0747
ATTN: MCXY AER	POC: Ms. Ída Brown
Building 110, 6 th AVENUE	COM: (334) 255-0750
Fort Rucker, AL 36362	
usarmy.rucker.me	dcom lahc.list.lahc aero helpdesk@mail.mil
Copy of Completed FAA Form 8500) 8
Copy of FAA Form 8500 9	
Copy of all Issued/Current Stateme	nts of Demonstrated Abilities (SODA).
(0)	_
(Signature)	
CF:	
Government Flight Representative	
Pilot's Training Folder	
	V:5 TRR AMCOL CA

Instructions for Completing the Certificate Of Compliance

- 1. Enter current date.
- 2. Enter your full name.
- 3. Enter the name of the contractor you are employed by.
- 4. Enter ONLY the last 4 numbers of your SSN.

Note: All Pilots must include a copy of the FAA Form 8500 8 and 8500 9 in the packet to be FAXED to the U.S. Army Aeromedical Facility, as indicated on the front of the Certificate of Compliance. Pilots issued Statements of Demonstrated Abilities (SODA) must also include all applicable SODA(s) in the FAX.

Ensure that you blacken all but the LAST 4 numbers of your SSN, if it appears in full on any of the documents you forward. Do not authorize any individual to transmit the packet for you.

- 5. Check applicable blocks, as to the documents you included in the packet.
- 6. Sign the form as indicated. Note: Your signature only indicates that you personally have forwarded the documents you checked.
- 7. Provide a copy of the signed Certificate of Compliance to the GFR. Do not provide the GFR with the documents you forwarded.
- 8. Provide a copy of the signed Certificate of Compliance to the office that maintains your training records. This form shall be maintained in your training records! The FAA Form 8500 8 and SODA(s) are not part of your flight records.

Attachment 15 - U.S. Armed Forces PAO Decision Tool

<u>Public Aircraft Operations (PAO)</u>. In general, the U.S. Armed Forces considers an aircraft operation "Public" when the aircraft is owned by the Armed Forces, or is used by the Armed Forces and operates outside of the purview of its FAA airworthiness certificate (e.g., configuration, operational use, or maintenance) and applicable operating regulations under 14 CFR. See 49 U.S.C. § 40102 (A)(41) and 41 U.S.C. § 40125. For case by case PAO determinations, refer to US Armed Forces PAO Decision Tool (below) and the FAA PAO Circular 00-1.1A.

A determination of PAO signifies a significant shift in responsibilities associated with the airworthiness and continuing airworthiness of the aircraft from the FAA. For DoD owned aircraft, the determination is usually simple, although questions can arise about the aircraft status during the acquisition process and when discussing FMS. The really difficult cases to navigate are associated with contracted air services. If a non-DoD aircraft is being operated by or for DoD purposes, the operation may be considered PAO if it is in support of an inherently military requirement and the FAA has no regulations that govern that operation. PAO determinations are made on an operation-by-operation basis and may be bounded by specific contract language that establishes when a provider is operating in support of a DoD contract, and when conditions exist that exclude the operation from "civil use".

The tool provides guidelines to facilitate determinations and understanding. It is not a substitute for a written opinion or determination. The status of an operation depends on the circumstances of each flight and may change from mission to mission.

http://www.dcma.mil/policy/8210-1C/US ARMED FORCES PAO Decision Tool.docx

Attachment 16 – Procedures Matrix for Contractor-owned Aircraft PAO

Chapter	Paragraph Exceptions	Торіс	Applicability
1		Definitions	Applicable
2		Waivers	Applicable
3		Procedures	Applicable
	3.5	Use of Service Guidance	N/A
	3.1.1	Conflict between sources of guidance	N/A
	3.10 - 3.13	Modifying contract, multiple versions, Core Procedures, review required	N/A
4		Flight Operations	N/A
	4.1.5	Contractor flight approval	Applicable
	4.1.7	Approved flights	Applicable
	4.1.9.3	Maintenance release procedures	Applicable
	4.1.10 - 4.1.14	Documentation of certificates, mixed flight crews, minimum crew requirements, aircrew duty and rest, other Aircrew Restrictions	Applicable
	4.2.1	Contractor requesting official	Applicable
	4.2.5	Approval for Crewmember status	Applicable
	4.2.7	Removal from Crewmember Status	Applicable
	4.3.1	General Qualifications	Applicable
	4.4.11	Aircrew/Contractor response to Emergencies	Applicable
	4.5.2.1	General Requirements	Applicable
	4.8.7	Access to Records	Applicable
5		Ground Operating Procedures	N/A
	5.1	Requirements for GOPS	Applicable
	5.2.1	Master Training Plan	Applicable
5	5.3.1	FOD - documented plan	Limited
	5.3.3.5	Housekeeping	Limited
	5.3.3.6	Clean-as-you-go	Limited
	5.3.3.13.1 - 2	Tool Control - inventory/etching	Limited
	5.3.3.13.6 - 8	control of tools	Limited

Chapter	Paragraph Exceptions	Topic	Applicability
	5.3.3.13.10 - 11	control of hardware/consumables	Limited
	5.3.3.14	Lost tool procedures	Limited
	5.6	Hydraulic fluid surveillance	Limited
	5.8	Aircraft Servicing	Limited
	5.13	Oil Analysis	Limited
	5.15	Weight and Balance	Applicable
	5.19 - 5.21	Technical orders/manuals, records Management, Safe-for-flight	Applicable
	5.23	Corrosion Control	Limited
	5.24	Weapons, Munitions, and CADs	Limited
	5.25	Lasers	Limited
6		Safety	Applicable
	6.1	Mishap Prevention Program	Limited
	6.4 - 6.9	Aviation safety council, flight safety meetings, safety audits, BASH Program, MACA Program, safety publications	N/A
	6.13.8	Medical Procedures	N/A
	6.14 - 6.17	Aircraft Rescue and Fire Fighting (ARFF) and Facility Fire Response	N/A

Dependent on the contract. Normally, verification of the existence of, and general compliance with, a program is sufficient.

Any chapter or paragraph listed includes all sub-paragraphs unless otherwise noted.

All items listed as applicable apply in all cases unless listed as an exception in this table.

All items listed as not-applicable do not require Procedures or GFR oversight.

All items listed as Limited apply to varying degrees depending on the contract and risks to government aircraft. GFRs should review the contract and consult with the program office and applicable waiver authority for additional guidance.

Procedures listed as limited are not bound by specific requirements in this Instruction or by <u>Service Guidance</u> except as listed in the contract. The standard for these Procedures is "safe and effective". Normally verifying the existence of and general compliance with a procedure is sufficient. For example, use of 14 CFR, Part 135.267 for flight time limitations and crew rest requirements in lieu of the minimums found in paragraph 4.1.13.

Attachment 17 – DoD Accident/Mishap/Incident Classification, Reporting Guide, and CSSO List

Download at: http://www.dcma.mil/policy/8210-2
1C/A17 DoD Accident Mishap Classification Tool and CSSO List.docx

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Attachment 19 – Resource Page

DCMA INST 8210.1C

http://www.dcma.mil/Portals/31/Documents/Policy/DCMA-INST-8210-1C.pdf

DCMA INST 8210.1C Change 1

http://www.dcma.mil/Portals/31/Documents/Policy/8210-1c/Contractors Flight and Ground Operations DCMA INST 8210.1C Change1.pdf http://www.dcma.mil/Portals/31/Documents/Policy/8210-1c/Contractors Flight and Ground Operations DCMA INST 8210.1C Change1.docx

- DD Form 250, Material Inspection and Receiving Report, August 2000, www.dtic.mil/whs/directives/forms/eforms/dd0250.pdf
- DCMA Form 644 (Under Review), Request for Flight Approval http://www.dcma.mii/POLICIES/8210-1C/DCMA Form 644 Request for Flight Approval 2015.pdf
- DD Form 2627 Draft (Under Review), Request for Government Approval for Aircrew Qualifications and Training

 http://www.dcma.mil/POLICIES/8210-1C/DD2627 2014 Request Approval for Aircrew Qualification and Training.pdf
- DD Form 2628 Draft (Under Review), Request for Approval of Contractor Crewmember http://www.dcma.mii/POLICIES/8210-1C/DD2628 2014 Request Approval of Contractor Crewmember.pdf
- DD Form 1821, Contractor Crewmember Record http://www.dtic.mil/whs/directives/forms/eforms/dd1821.pdf
- FAR Subpart 42.202, Assignment of Contract Administration http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/42.htm#P40 5059
- FAR Subpart 42.302, Contract Administration Functions http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/far/far/42.htm#P70 10070
- DFARS Part 228.3, Insurance, Subpart 228.370, Additional clauses http://farsite.hill.af.mil/regs/far2afmcfars/fardfars/dfars/dfars/dfars228.htm#P115 5175
- DFARS Subpart 242.2, Contract Administration Services http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfars242.htm#P126 4163
- DFARS 252.228-7001, Ground and Flight Risk (GFRC)
 http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfars252 227.htm#P2484 210551
- DFARS 252.228-7005, Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfars252 227.htm#P2713 232749

- DoD Instruction 7230.08, Leases and Demonstrations of DoD Equipment http://www.dtic.mil/whs/directives/corres/pdf/723008p.pdf
- DoD 5000.1, The Defense Acquisition System http://www.dtic.mil/whs/directives/corres/pdf/500001p.pdf
- DoD 4145.26M, DoD Contractor's Safety Manual For Ammunition and Explosives http://www.dtic.mil/whs/directives/corres/pdf/414526mp.pdf
- DoDI 6055.07, Mishap Notification, Investigation, Reporting, and Record Keeping http://www.dtic.mil/whs/directives/corres/pdf/605507p.pdf

Armed Forces Institute of Pathology/ Division of Forensic Toxicology | Compared Forces | Compared For

Also see:

Toxicology Submission Guidelines

http://www.health.mil/Reference-Center/Forms/2015/11/16/Toxicology-submission-guideline

Federal Directory of Contract Administration Services (CAS) Components 2.0 https://pubapp.dcma.mil/CASD/main.jsp

DD Form 1716, Contract Data Package Recommendation/Deficiency Report http://www.dtic.mil/whs/directives/forms/eforms/dd1716.pdf

Accident/Mishap Classification Tool and CSSO List

http://www.dcma.mil/Portals/31/Documents/Policy/8210-1c/A17 DoD Accident Mishap Classification Tool and CSSO List Jan 2017 2.pdf

US Armed Forces PAO Decision Tool

http://www.dcma.mil/Portals/31/Documents/Policy/8210-1c/US ARMED FORCES PAO Decision Tool.pdf

Facility Data Sheet Form

http://www.dcma.mil/Portals/31/Documents/Policy/8210-1c/Facility Data Sheet Form.xlsx

Procedures Review Guide for DCMA INST 8210.1C Change 1

http://www.dcma.mil/Portals/31/Documents/Policy/8210-1c/Procedures Review Guide 8210.1C Change 1.xlsx

Change 1 Comments Matrix

http://www.dcma.mil/Portals/31/Documents/Policy/8210-1c/Comments Matrix 8210-1C Change 1.xlsx

End of Combined Instruction titled, Contractor's Flight and Ground Operations, Change





LETTER OF APPOINTMENT

MEMORANDUM FOR [INSERT]

Subject: Appointment as Government Flight Representative

You are hereby appointed as the Government Flight Representative (GFR) under Contract Number [insert]/Task Order Number [insert] with [insert company] located at [insert address]. This appointment is from the effective date through the life of the Task Order, unless rescinded or transferred. As the GFR, in coordination with the Federal Systems Integration and Management Center (FEDSIM) Contracting Officer's Representative (COR), you have authority to:

- a. Perform the Contract Administration Services function listed in Federal Acquisition Regulation subpart 42.302(a)(56) -Maintain Surveillance of Flight Operations.
- b. Administer the requirements of the combined instruction Contractor's Flight and Ground Operations, (DCMA INST 8210.1, AFI 10-220, AR 95-20, NAVAIRINST 3710.1 (Series), and COMDTINST Ml3020.3).

In the performance of the duties delegated to you in this letter, you are cautioned that you could be held personally liable for actions taken or directions given by you to the contractor that are beyond the authorities given to you in this letter. The duties or authorities in this letter are not re• delegable; therefore, you must advise the FEDSIM Contracting Officer, Contract Specialist, or COR immediately when you are unable to perform these duties.

You <u>cannot</u> authorize the contractor to stop work, and you are not authorized to delete, change, waive, or negotiate any of the technical requirements or other terms and conditions of the Task Order. Should a change (monetary or otherwise) to the Task Order become necessary, it must be made by a Task Order modification issued by the FEDSIM Contracting Officer. When in doubt, contact the FEDSIM COR.

Any Task Order change requested by the contractor must be put in writing by the contractor to the FEDSIM Contracting Officer for action. If, however, you become aware of an impending change, you should immediately advise the FEDSIM COR. When the proposed change is received by the FEDSIM Contracting Officer, you will be required to assist the FEDSIM COR in providing a written analysis and rationale for the change and to assist with the evaluation of any costs associated with the change.

You must also recognize and report to the FEDSIM COR any Government required changes to the Task Order (e.g., items or work no longer required, changes in the specifications, etc.).

Please acknowledge receipt and acceptance of this appointment by signing below returning the signed letter to the FEDSIM Contracting Officer or Contract Specialist. Your

Source Selection Sensitive Information





appointment as the GFR under the above numbered Task Order is terminated upon receipt of a written notice of termination from the appointing FEDSIM Contracting Officer, the Contracting Officer's successor, or a higher level of authority. Please direct any questions you may have on this delegation to the FEDSIM Contracting Officer or Contract Specialist.

Odis Kenton
Contracting Officer
GSA FEDSIM

Signature of GFR
[insert name]

Effective date: [insert]

252.225-7997 Contractor Demobilization. (DEVIATION 2013-O0017)

Insert the following clause in all solicitations and contracts with performance in Afghanistan, except solicitations and contracts for commodities:

CONTRACTOR DEMOBILIZATION (DEVIATION 2013-00017) (AUGUST 2013)

- (a) Generally, the Contractor is responsible for demobilizing all of its personnel and equipment from the Afghanistan Combined Joint Operations Area (CJOA).
- (b) *Demobilization plan*. The Contractor shall submit a demobilization plan to the Contracting Officer for approval a minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the Contracting Officer. Upon acceptance of the demobilization plan by the Contracting Officer, the demobilization plan becomes a material part of the contract and the Contractor agrees to fully perform its demobilization in accordance with that plan. The demobilization plan shall address the items specified in this clause and must demonstrate the Contractor's plans and ability to remove its personnel and equipment from the CJOA and to return Government property no later than 30 days after the expiration of the current period of performance.
- (c) Demobilization plan implementation. Every 30 calendar days after incorporation of the plan into the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer and Contracting Officer Representative that addresses the Contractor's progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the Contractor shall submit a corrective action plan (CAP) to those officials within five calendar days to remedy those deficiencies. The Contracting Officer shall review the CAP within five calendar days to determine whether the CAP is acceptable. Upon approval by the Contracting Officer, the CAP becomes a material part of the demobilization plan.

(d) Plan contents

(1) The plan shall identify the method of transportation (air, ground) the Contractor intends to use to remove its personnel and equipment from the CJOA and whether that method of transportation is Government or Contractor-furnished. If Government-furnished transportation is authorized, the plan must identify the contract term or condition which authorizes Government transportation of the personnel and equipment associated with this contract.

- (2) The plan shall identify the number of Contractor personnel to be demobilized by category (U.S. citizens, Third Country Nationals (TCN), Local Nationals (LN)) and, for U.S. and TCN personnel, identify the point of origin or home country to which they will be transported and the timeline for accomplishing that objective. If U.S. or TCN employees have authorization to remain in the CJOA after completion of demobilization, the plan shall identify the name each individual, their nationality, their location in the CJOA, and provide a copy of the authorization. The plan shall also identify whether the Contractor needs the Contracting Officer to extend the Letters of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.
- (3) The plan shall identify all Contractor equipment and the timeline for accomplishing its demobilization. The Contractor shall identify all equipment, whether or not it is covered by CJTSCC Acquisition Instruction Clause "Inbound / Outbound Cargo and Contractor Equipment Census." The plan shall also specify whether the Contractor intends to leave any equipment in the CJOA, a list of all such equipment, including its location, and the reason(s) therefor.
- (4) The plan shall identify all Government property provided or made available to the Contractor under this contract or through any separate agreement or arrangement (e.g., Installation Mayors, Garrison Commanders). The plan shall also identify the timeline for vacating or returning that property to the Government, including proposed dates for conducting joint inspections.
 - (e) Demobilization requirements:
- (1) The Contractor shall demobilize and return its personnel to their point of origin or home country according to the approved demobilization plan.
- (2) The Contractor is not authorized to use Government-furnished transportation unless specifically authorized in this contract.
- (3) The Contractor may request an extension of the LOAs only for those Contractor personnel whose presence is required to execute the approved demobilization plan. The Contractor shall submit its request no later than 30 calendar days prior to the expiration of the current period of performance. LOAs may only be extended for a period up to 30 calendar days after expiration of the current performance period. The request shall contain the following information:
 - (i) The names of each individual requiring an extension.
 - (ii) The required extension period.

- (iii) The justification for each extension (e.g., the specific function(s) the individual will perform during the demobilization period). The Contractor is not entitled to any additional compensation if LOAs are extended.
- (4) The Contractor shall close out their employees deployments with the proper status entered into the Synchronized Pre-Deployment Operational Tracker (SPOT) database (e.g. active, redeployed, no-shows, killed, injured) within 72 hours of their employee's re-deployment and, if applicable, release their personnel in SPOT.
- (5) All Contractor equipment that is lost, abandoned or unclaimed personal property that comes into the custody or control of the Government after the demobilization period has ended may be sold or otherwise disposed of in accordance with 10 U.S.C. section 2575. Notwithstanding the previous sentence and the Government's authority under 10 U.S.C. section 2575, the Government may exercise any other contractual rights for the Contractor's failure to perform in accordance with its demobilization plan.
- (6) If the Contractor waives its interest to all lost, abandoned or unclaimed personal property, the Contractor may still be liable for all costs incurred by the Government to remove or dispose of the abandoned property.
- (7) The Government may dispose of any and all lost, unclaimed, or abandoned personal property in accordance with 10 U.S.C. section 2575.
- (8) The Contractor shall return all Government property provided or made available under this contract or through any separate agreement. The Contractor shall report all lost or damaged Government property in accordance with DFARS 52.245-1(h) unless other procedures are identified in the contract or separate agreement. If the Government inspects the property and finds that damages or deficiencies have not been reported by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies or replace the loss.
- (9) The Contractor is liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the Government in returning a Government facility to its original condition. If damages or deficiencies are discovered during the inspection of said facility, the Contractor shall make the necessary repairs or corrections and then notify the Installation Mayor, Garrison Commander, or their designees to arrange for a re-inspection of the facility. If the Installation Mayor or Garrison Commander inspects the facility and finds that damages or deficiencies have not been repaired or corrected by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies.

- (10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for de-activation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employee's badge is not returned, the Contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the United States. Failure to comply with these requirements may result in delay of final payment.
- (f) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(End of Clause)

252.225-7980 Contractor Personnel Performing in the United States Africa Command Area of Responsibility. (DEVIATION 2016-O00008)

Use this clause, in lieu of the clause at DFARS 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States, in all solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, that will require contractor personnel to perform in the United States Africa Command (USAFRICOM) area of responsibility.

CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES AFRICA COMMAND AREA OF RESPONSIBILITY (DEVIATION 2016-00008)(JUN 2016)

(a) Definitions. As used in this clause—

"Combatant Commander" means the Commander of the United States Africa Command (USAFRICOM).

"Contractors authorized to accompany the Force," or "CAAF," means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces in applicable operations shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander or subordinate joint force commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Designated reception site" means the designated place for the reception, staging, integration, and onward movement of contractors deploying to the USAFRICOM area of responsibility. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

"Law of war" means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses the international law related to the conduct of hostilities that is binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

"Non-CAAF" means personnel in applicable operations who are not designated as CAAF, such as local national employees and non-local national employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, the U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water,

latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Subordinate joint force commander" means a sub-unified commander or joint task force commander.

- "U.S. Africa Command (USAFRICOM) area of responsibility," as used in this clause, means—
 - (1) The entire continent of Africa, excluding Egypt;
- (2) The Atlantic Ocean east and south of the line from Antarctica at 024°W, north to 4°N/024°W, west to 30°W, then north to 21°N/030°W, then east to the African continent; and
- (3) The Indian Ocean west and south of the line from Antarctica at 68°E, north to 01°40′S/068°E, and west to the African coast at 01°40′S.
 - (b) General.
- (1) This clause applies to all contractor personnel when performing in the USAFRICOM area of responsibility.
- (2) Certain requirements in paragraphs (c)(3), (e)(1), and (f) must be specified in the statement of work to be applied to non-CAAF personnel.
- (3) Contract performance in the USAFRICOM area of responsibility may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.
- (4) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.
- (5) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).
- (6) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.
- (ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.
- (2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, all non-CAAF who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.
- (ii) When the Government provides medical treatment or transportation of contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.
 - (iii) Medical or dental care beyond this standard is not authorized.
- (3)(i) A Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer is required for certain contractor personnel to process through a deployment center or to travel to, from, or within the USAFRICOM area of responsibility. The requirement applies to CAAF and, as specified in the statement of work, non-CAAF personnel.
- (ii) The letter of authorization will identify any additional authorizations, privileges, or Government support that contractor personnel are entitled to under this contract. USAFRICOM has limited capability to provide Government-furnished life-support services to contractors in the USAFRICOM area of responsibility. In instances where Government-furnished life support services are neither available nor authorized in the contract, the SPOT-generated letter of authorization, signed by the Contracting Officer, shall be annotated with "None" checked for Government-furnished life-support services.
- (iii) Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.
- (4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USAFRICOM area of responsibility under this contract.
 - (d) Compliance with laws and regulations.
 - (1) The Contractor shall comply with, and shall ensure that its personnel

performing in the USAFRICOM area of responsibility are familiar with and comply with, all applicable—

- (i) United States, host country, and third country national laws;
- (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and
- (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.
 - (3) The Contractor shall ensure that all contractor personnel are aware—
- (i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;
- (ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and
- (iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences for the contractor employees (see paragraph (h)(1) of this clause).
- (4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—
- (i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or
- (ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).
- (5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:
- (i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.
- (ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

- (iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.
- (6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—
- (i) US Army Criminal Investigation Command at http://www.cid.army.mil/reportacrime.html;
 - (ii) Air Force Office of Special Investigations at http://www.osi.af.mil;
- (iii) Navy Criminal Investigative Service at http://www.ncis.navy.mil/Pages/publicdefault.aspx;
- (iv) Defense Criminal Investigative Service at http://www.dodig.mil/HOTLINE/index.html; and
- (v) To any command of any supported military element or the command of any base.
- (7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.
- (8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—
- (i) Hold their own identity or immigration documents, such as passport or driver's license;
 - (ii) Receive agreed upon wages on time;
 - (iii) Take lunch and work-breaks:
 - (iv) Elect to terminate employment at any time;
 - (v) Identify grievances without fear of reprisal;
- (vi) Have a copy of their employment contract in a language they understand;
 - (vii) Receive wages that are not below the legal in-country minimum wage;
- (viii) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (ix) If housing is provided, live in housing that meets host-country housing and safety standards.
 - (e) Preliminary personnel requirements.
 - (1) The Contractor shall ensure that the following requirements are met prior

to deploying CAAF and, as specified in the statement of work, non-CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

- (i) All required security and background checks are complete and acceptable.
 - (ii) All such personnel deploying in support of an applicable operation—
- (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;
- (B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the Geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and
- (C) Have received all required immunizations as specified in the contract.
- (1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.
- (2) All other immunizations shall be obtained prior to arrival at the deployment center.
- (3) All such personnel, as specified in the statement of work, shall bring to the USAFRICOM area of responsibility a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USAFRICOM area of responsibility and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.
- (iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD personnel traveling under DoD sponsorship.
- (v) All deploying personnel have received personal security training. At a minimum, the training shall—
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
- (C) Identify ways to utilize safety and security personnel and other resources appropriately.
 - (vi) All personnel have received isolated personnel training, if specified in

the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

- (vii) Personnel have received law of war training as follows:
- (A) Basic training is required for all such personnel. The basic training will be provided through—
 - (1) A military-run training center; or
- (2) A web-based source, if specified in the contract or approved by the Contracting Officer.
- (B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.
- (2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—
- (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);
- (ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;
- (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9));
- (iv) In time of declared war or a contingency operation, CAAF and selected non-CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10);
- (v) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities; and,
- (vi) Such employees will be provided victim and witness protection and assistance.
- (f) *Processing and departure points*. CAAF and, as specified in the statement of work, non-CAAF personnel shall—
- (1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

- (2) Use the point of departure and transportation mode directed by the Contracting Officer; and
- (3) Process through a designated reception site upon arrival at the deployed location. The designated reception site will validate personnel accountability, ensure that specific USAFRICOM area of responsibility entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.
 - (g) Personnel data. The Contractor shall—
 - (1) Use the SPOT web-based system, or its successor, to account for—
- (i) Data for all CAAF supporting the U.S. Armed Forces deployed outside the United States.
- (ii) All contractor personnel who are United States citizens and third-country nationals, when the personnel will be performing in the USAFRICOM area of responsibility regardless of the length of performance or contract value; and
- (iii) All private security contractor personnel and their equipment, and all other contractor personnel authorized to carry weapons, when the personnel are performing in the USAFRICOM area of responsibility regardless of the length of performance or contract value.
- (2) Enter the required information about their Contractor personnel and their equipment prior to deployment and shall continue to use the SPOT web-based system at https://spot.dmdc.mil to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, including closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at http://www.acq.osd.mil/log/PS/ctr mgt accountability.html.
- (3) The Contractor shall submit to the Contracting Officer for SPOT reporting, not later than the 10th day of each month, an aggregate count of all local national employees performing in the USAFRICOM area of responsibility, by country of performance, for 30 days or longer under a contract valued at or above \$150,000 annually. Contractors using local national day laborers shall count each individual hired during the 30-day period only once.
- (4) For classified contracts, users shall access SPOT at https://spot.dmdc.osd.smil.mil. To obtain access, contact the SPOT Customer Support Team via email: doddhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil.
 - (h) Contractor personnel.
- (1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

- (2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's Representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.
- (3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.
- (4) Contractor personnel shall return all U.S. Government-issued identification, including the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).
 - (i) Military clothing and protective equipment.
- (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander or subordinate joint force commanders. If authorized to wear military clothing, contractor personnel must—
- (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and
 - (ii) Carry the written authorization with them at all times.
- (2) Contractor personnel may wear military-unique organizational clothing and individual equipment required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.
- (3) The deployment center, or the Combatant Commander, shall issue organizational clothing and individual equipment and shall provide training, if necessary, to ensure the safety and security of contractor personnel.
- (4) The Contractor shall ensure that all issued organizational clothing is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(i) Weapons.

- (1) If the Contractor requests that its personnel performing in the USAFRICOM area of responsibility be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.
- (2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.
 - (3) The Contractor shall ensure that its personnel who are authorized to carry

weapons-

- (i) Are adequately trained to carry and use them—
 - (A) Safely;
- (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
- (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;
 - (ii) Are not barred from possession of a firearm by 18 U.S.C. 922;
- (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition:
- (iv) Comply with applicable Combatant Commander, subordinate joint force commander, and local commander force-protection policies; and
- (v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.
- (4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USAFRICOM area of responsibility.
- (l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USAFRICOM area of responsibility whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

- (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to contractor personnel who are U.S. citizens and third country nationals.
- (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
 - (n) Next of kin notification and personnel recovery.

- (1) The Contractor shall be responsible for notification of the employeedesignated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.
- (2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.
- (o) *Mortuary affairs*. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contract Support.
- (p) *Changes*. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.
- (q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform in the USAFRICOM area of responsibility.

(End of clause)

252.225-7981 Additional Access to Contractor and Subcontractor Records (Other than USCENTCOM) (DEVIATION 2015-O0016)

Include the following clause in all solicitations and resultant contracts valued at more than \$50,000, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, that are to be performed outside the United States and its outlying areas, in support of a contingency operation in which members of the armed forces are actively engaged in hostilities, except for contracts that will be performed in the United States Central Command (USCENTCOM) theater of operations.

ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS (OTHER THAN USCENTCOM)(DEVIATION 2015-00016) (SEP 2015)

- (a) In addition to any other existing examination-of-records authority, the Government is authorized to examine any records of the Contractor and its subcontractors to the extent necessary to ensure that funds, including supplies and services, available under this contract are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- (b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

252.225-7987 REQUIREMENTS FOR CONTRACTOR PERSONNEL PERFORMING IN USSOUTHCOM AREA OF RESPONSIBILITY (DEVIATION 2014-00016)

Clause prescription:

Insert the following clause in solicitations and contracts for performance in the USSOUTHCOM area of responsibility, unless the clause at 252.225-7040 applies.

* * * * *

REQUIREMENTS FOR CONTRACTOR PERSONNEL PERFORMING IN USSOUTHCOM AREA OF RESPONSIBILITY (CLASS DEVIATION 2014-00016) (OCT 2014)

(a) Definitions.

"The U.S. Southern Command (USSOUTHCOM) area of responsibility (AOR)," as used in this clause, includes the geographic areas of Antigua and Barbuda, Argentina, Aruba, Barbados, Belize, Bolivia, Brazil, British Virgin Islands, Cayman Islands, Chile, Colombia, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, Ecuador, El Salvador, Falkland Islands, French Guiana, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Martinique, Mayotte, Montserrat Nicaragua, Panama, Paraguay, Peru, Saint Barthelemy, Saint Martin, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Sint Maarten, Suriname, Trinidad and Tobago, Turks and Caicos Islands, Uruguay, and Venezuela.

(b) General.

- (1) Contract performance in support of U.S. Armed Forces outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.
- (2) Unless immune from host-nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel can subject such personnel to United States or host-nation prosecution and civil liability.

(c) Support.

(1) U.S. citizen and third country national (TCN) contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the contracting officer in order to travel to, from, or within the USSOUTHCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support to which Contractor personnel are entitled under this contract.

(2) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USSOUTHCOM AOR under this contract.

(d) Pre-travel requirements.

The Contractor shall ensure that the following requirements are met prior to sending or using Contractor personnel in the USSOUTHCOM AOR. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

- (1) All required security and background checks are complete and acceptable.
- (2) All Contractor personnel must be medically, dentally, and psychologically fit for performance of their contracted duties. All U.S. citizen and TCN Contractor personnel must meet the medical screening requirements established by the USSOUTHCOM Commander in the Medical Suitability Screening Regulation, SC Regulation 40-501, as well as the requirements identified in FORCE HEALTH PROTECTION (FHP) GUIDANCE FOR DEPLOYMENT in the USSOUTHCOM AOR or their successors and follow immunization and health protection guidelines outlined therein. All immunizations must be obtained prior to traveling to the USSOUTHCOM AOR. U.S. citizen contractor personnel and TCN Contractor personnel traveling from a country outside of the USSOUTHCOM AOR must travel into the USSOUTHCOM AOR with a current copy of the Public Health Service Form 791, "International Certificate of Vaccination." In addition, U.S. citizen contractor personnel and TCN contractor personnel traveling to the USSOUTHCOM AOR are required to be beneficiaries of a medical evacuation plan and service through an insurance plan provided by their employer or paid for individually.
- (3) The Contractor shall collect a DNA record for all U.S. citizen Contractor personnel traveling to the USSOUTHCOM AOR and shall have arrangements for storage of the DNA reference specimen through a private facility or arrange for the storage of the specimen by contacting the Armed Forces Repository of Specimen Samples for the Identification of Remains (AFRSSIR) at http://www.afmes.mil/index.cfm?pageid=afdil.afrssir.overview or phone: (302) 346-8800. In addition, U.S. citizen contractor personnel shall comply with the requirements of DoDI 3020.41, Enclosure 3, paragraph 8.b., or its successor.
- (4) U.S. citizen contractor personnel and TCN Contractor personnel traveling to the USSOUTHCOM AOR must follow the requirements identified in the Electronic Foreign Clearance Guide available at https://www.fcg.pentagon.mil/fcg.cfm and must have all necessary passports, visas, and other documents required to enter, exit or work

in the USSOUTHCOM AOR; and must also have the appropriate DoD identity credential(s). Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities within 5 days of the end of their travel or contractual duties.

- (5) Special area, country, and theater clearance is obtained for U.S. citizen contractor personnel and TCN Contractor personnel traveling in the USOUTHCOM AOR. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program (FCP). For this purpose, U.S. citizen and TCN Contractor personnel are considered non-DoD Contractor personnel traveling under DoD sponsorship.
- (6) All U.S. citizen contractor personnel and TCN Contractor personnel must receive personal security training. At a minimum, the training shall—
- (i) Cover safety and security issues facing employees within the USSOUTHCOM AOR;
 - (ii) Identify safety and security contingency planning activities; and
- (iii) Identify ways to utilize safety and security personnel and other resources appropriately.
- (7) All U.S. citizen DOD sponsored contractors must comply with current force protection, personnel recovery and theater entry requirements as posted in DODI 3020.41 Operational Contract Support, DODI 3002.03 DOD Personnel Recovery Reintegration of Recovered Personnel, the DOD Foreign Clearance Guide at https://www.fcg.pentagon.mil/ and current USSOUTHCOM guidance prior to travel to any country in the USSOUTHCOM AOR. All U.S. citizen Contractor personnel must complete the following:
- (i) Anti-Terrorism (AT) Level 1 Training course available at https://Jkodirect.jten.mil (Login and Search for the course on the Course Catalog tab via the number or key word, enroll, and Launch). AT training must be completed within 12 months (1 year) prior to entry into the USSOUTHCOM AOR.
- (ii) IAW the DOD Foreign Clearance Guide and USSOUTHCOM theater entry requirements, DOD sponsored contractors entering the theater on official business will have a DD Form 1833 Isolated Personnel Report (ISOPREP) on file in Personnel Recovery Mission Software (PRMS). The ISOPREP will be reviewed within 6 months prior to theater entry and every 6 months while in the AOR.
- (iii) IAW USSOUTHCOM theater entry requirements, all DOD sponsored contractors must complete the computer based SERE 100.1 Code of

Conduct training course prior to theater entry. Training is available online http://jko.jten.mil (Log into your account, go to the Course Catalog and search for SERE 100.1, enroll, and Launch) or through disk based software. Training is good for 3 years.

- (iv) IAW the DOD Foreign Clearance Guide and USSOUTHCOM theater entry requirements, all DOD sponsored contractors traveling to designated high risk areas should receive a High Risk of Isolation (HRI) Briefing. The HRI Briefing is required for all DOD personnel conducting operations in, over, or around uncertain or hostile areas increasing their risk of becoming missing, isolated, detained, or captured.
- (v) For more information or specific questions regarding completion of these requirements please contact the designated contracting officer's representative (COR). The COR will contact the appropriate DOD agency or service component for additional guidance.

(e) Personnel data.

- (1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system at https://spot.dmdc.mil, to enter and maintain the data for the following Contractor personnel:
- (i) All U.S. citizen contractor personnel and TCN contractor personnel who travel to the USSOUTHCOM AOR for periods of performance anticipated to exceed 30 consecutive days.
- (ii) TCN, host nation (HN), or local national (LN) personnel who reside with or work in the immediate vicinity of U.S. Armed Forces and/or DOD Civilian personnel for periods of performance anticipated to exceed 30 consecutive days.
- (iii) Private security contractors and contingency contractor personnel authorized to carry weapons regardless of proximity to U.S. Armed Forces or the length of the period of performance of their contract.
- (iv) Contractor personnel with a place of performance within the continental United States, including the USSOUTHCOM Headquarters and Joint Interagency Task Force-South (JIATF-S) Headquarters, that may—within the terms of their contracts—deploy to the USSOUTHCOM AOR for periods anticipated to exceed 30 consecutive days.
- (2) The Contractor shall enter into the SPOT web-based system the required information on Contractor personnel prior to travel to the USSOUTHCOM AOR and shall continue to use the SPOT web-based system to maintain accurate, up-to-

date information throughout the period of travel for all Contractor personnel. Changes to the status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the trip with their proper status (e.g., mission complete, killed, wounded), shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.

(End of clause)

252.225-7993 Prohibition on Providing Funds to the Enemy (DEVIATION 2015-00016)

Incorporate the following clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, to be awarded on or before December 31, 2019, with an estimated value in excess of \$50,000, that are being, or will be, performed outside the United States and its outlying areas, in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2015-O0016) (SEP 2015)

- (a) The Contractor shall—
- (1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;
- (2) Check the list of prohibited/restricted sources in the System for Award Management at www.sam.gov
 - (i) Prior to subcontract award; and
 - (ii) At least on a monthly basis; and
- (3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Contracting Officer provides to the Contractor written approval of the Head of the Contracting Activity to continue the subcontract.
- (b) The Head of the Contracting Activity has the authority to—
- (1) Terminate this contract for default, in whole or in part, if the Head of the Contracting Activity determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) of this clause; or
- (2)(i) Void this contract, in whole or in part, if the Head of the Contracting Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

- (ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.
- (c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

252.225-7995 Contractor Personnel Performing in the United States Central Command Area of Responsibility. (DEVIATION 2017-O0004)

Use this clause, in lieu of the clause at Defense Federal Acquisition Regulation Supplement 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States, in solicitations and contracts that will require contractor personnel to perform in the United States Central Command area of responsibility.

CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2017-00004) (SEP 2017)

(a) Definitions. As used in this clause—

"Combatant Commander" means the Commander of the United States Central Command Area of Responsibility.

"Contractors authorized to accompany the Force," or "CAAF," means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Designated reception site" means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

"Law of war" means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

"Non-CAAF" means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of

the United States.

"Subordinate joint force commander" means a sub-unified commander or joint task force commander.

(b) General.

- (1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR).
- (2) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.
- (3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.
- (4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).
- (5) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

- (1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—
 - (A) The Contractor cannot obtain effective security services;
 - (B) Effective security services are unavailable at a reasonable cost; or
 - (C) Threat conditions necessitate security through military means.
- (ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.
- (2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return

to duty or placement in the patient movement system.

- (ii) When the Government provides emergency medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.
 - (iii) Medical or dental care beyond this standard is not authorized.
- (3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.
- (4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.
 - (d) Compliance with laws and regulations.
- (1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable—
 - (i) United States, host country, and third country national laws;
- (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and
- (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.
 - (3) The Contractor shall ensure that CAAF and non-CAAF are aware—
- (i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;
- (ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, or another Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

- (iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).
- (4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—
- (i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or
- (ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).
- (5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:
- (i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.
- (ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.
- (iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.
- (6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—
- (i) US Army Criminal Investigation Command at http://www.cid.army.mil/index.html;
 - (ii) Air Force Office of Special Investigations at http://www.osi.af.mil;
- (iii) Navy Criminal Investigative Service at http://www.ncis.navy.mil/Pages/publicdefault.aspx;
- (iv) Defense Criminal Investigative Service at http://www.dodig.mil/HOTLINE/index.html;
- (v) Any command of any supported military element or the command of any base.
- (7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.
- (8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—

- (i) Hold their own identity or immigration documents, such as passport or driver's license;
 - (ii) Receive agreed upon wages on time;
 - (iii) Take lunch and work-breaks;
 - (iv) Elect to terminate employment at any time;
 - (v) Identify grievances without fear of reprisal;
- (vi) Have a copy of their employment contract in a language they understand;
 - (vii) Receive wages that are not below the legal in-country minimum wage;
- (viii) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (ix) If housing is provided, live in housing that meets host-country housing and safety standards.
 - (e) Preliminary personnel requirements.
- (1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):
- (i) All required security and background checks are complete and acceptable.
 - (ii) All CAAF deploying in support of an applicable operation—
- (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;
- (B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and
- (C) Have received all required immunizations as specified in the contract.
- (1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.
- (2) All other immunizations shall be obtained prior to arrival at the deployment center.
- (3) All CAAF and, as specified in the statement of work, select non-CAAF shall bring to the USCENTCOM AOR a copy of the U.S. Centers for Disease

Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.
- (iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.
- (v) All deploying personnel have received personal security training. At a minimum, the training shall—
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
- (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.
 - (vii) Personnel have received law of war training as follows:
- (A) Basic training is required for all CAAF. The basic training will be provided through—
 - (1) A military-run training center; or
- (2) A web-based source, if specified in the contract or approved by the Contracting Officer.
- (B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.
- (2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261, et seq.);
 - (3) The Contractor shall notify all personnel that—
 - (i) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal

jurisdiction also extends to conduct that is determined to constitute a war crime;

- (ii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)) or non-U.S. nationals who commit crimes against U.S. nationals in those places; and
- (iii) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).
- (iv) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.
- (v) Such employees will be provided victim and witness protection and assistance.
 - (f) Processing and departure points. CAAF shall—
- (1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;
- (2) Use the point of departure and transportation mode directed by the Contracting Officer; and
- (3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENTCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.
 - (g) Contractor Accountability and Personnel Data.

The Synchronized Predeployment and Operational Tracker (SPOT) is the joint web-based database to assist the Combatant Commanders in maintaining awareness of the nature, extent, and potential risks and capabilities associated with contracted support for contingency operations, humanitarian assistance and peacekeeping operations, or military exercises designated by USCENTCOM.

- (1) Contractors shall account for all CAAF and non-CAAF personnel in SPOT by name.
- (2) Registration. The Contractor shall comply with SPOT registration requirements.
- (i) Contractor appointed company administrators for unclassified contracts shall register for a SPOT account at https://spot.dmdc.mil. For classified contracts, users shall access SPOT at https://spot.dmdc.osd.smil.mil.
 - (ii) Register in SPOT using one of the following log-in methods-
 - (A) A Common Access Card (CAC) or a SPOT-approved digital

certificate; or

- (B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.
- (iii) The SPOT Customer Support Team must validate user need. This process may take 2 business days. Contractor representatives will be contacted to validate contractor administrator account requests and determine the appropriate level of user access.
- (iv) Refer to the OSD Program Support website at http://www.acq.osd.mil/log/PS/spot.html for the SPOT Business Rules, additional training resources, documentation regarding registration, and use of SPOT.

(3) Compliance with SPOT.

- (i) The Contractor shall comply with the SPOT Business Rules located at http://www.acq.osd.mil/log/PS/spot.html.
- (A) The Contractor shall enter into the SPOT web-based system the required information on Contractor personnel prior to deployment to the designated operational area and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the deployment for applicable Contractor personnel.
- (B) The Contractor shall ensure the in-theater arrival date (ITAD), deployment closeout dates and changes to the status of individual Contractor personnel relating to their ITAD and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) are updated in the system in accordance with the processes and timelines established in the SPOT business rules.
- (ii) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities in accordance with FAR subpart 42.15, Contractor Performance Information.

(h) Contractor personnel.

- (1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.
- (2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

- (3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.
- (4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).
 - (i) Military clothing and protective equipment.
- (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor personnel must—
- (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and
 - (ii) Carry the written authorization with them at all times.
- (2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.
- (3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.
- (4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.
 - (i) Weapons.
- (1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.
- (2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.
- (3) The Contractor shall ensure that its personnel who are authorized to carry weapons—
 - (i) Are adequately trained to carry and use them—
 - (A) Safely;
 - (B) With full understanding of, and adherence to, the rules of the use of

force issued by the Combatant Commander; and

- (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;
 - (ii) Are not barred from possession of a firearm by 18 U.S.C. 922;
- (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;
- (iv) Comply with applicable Combatant Commander and local commander force-protection policies; and
- (v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.
- (4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (k) *Vehicle or equipment licenses*. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENTCOM AOR.
- (l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USCENTCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

- (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.
- (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
 - (n) Next of kin notification and personnel recovery.
- (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.
- (2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

- (o) *Mortuary affairs*. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.
- (p) *Changes*. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.
- (q) *Subcontracts*. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

(End of clause)

252.225-7997 Contractor Demobilization. (DEVIATION 2013-O0017)

Insert the following clause in all solicitations and contracts with performance in Afghanistan, except solicitations and contracts for commodities:

CONTRACTOR DEMOBILIZATION (DEVIATION 2013-00017) (AUGUST 2013)

- (a) Generally, the Contractor is responsible for demobilizing all of its personnel and equipment from the Afghanistan Combined Joint Operations Area (CJOA).
- (b) *Demobilization plan*. The Contractor shall submit a demobilization plan to the Contracting Officer for approval a minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the Contracting Officer. Upon acceptance of the demobilization plan by the Contracting Officer, the demobilization plan becomes a material part of the contract and the Contractor agrees to fully perform its demobilization in accordance with that plan. The demobilization plan shall address the items specified in this clause and must demonstrate the Contractor's plans and ability to remove its personnel and equipment from the CJOA and to return Government property no later than 30 days after the expiration of the current period of performance.
- (c) Demobilization plan implementation. Every 30 calendar days after incorporation of the plan into the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer and Contracting Officer Representative that addresses the Contractor's progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the Contractor shall submit a corrective action plan (CAP) to those officials within five calendar days to remedy those deficiencies. The Contracting Officer shall review the CAP within five calendar days to determine whether the CAP is acceptable. Upon approval by the Contracting Officer, the CAP becomes a material part of the demobilization plan.

(d) Plan contents

(1) The plan shall identify the method of transportation (air, ground) the Contractor intends to use to remove its personnel and equipment from the CJOA and whether that method of transportation is Government or Contractor-furnished. If Government-furnished transportation is authorized, the plan must identify the contract term or condition which authorizes Government transportation of the personnel and equipment associated with this contract.

- (2) The plan shall identify the number of Contractor personnel to be demobilized by category (U.S. citizens, Third Country Nationals (TCN), Local Nationals (LN)) and, for U.S. and TCN personnel, identify the point of origin or home country to which they will be transported and the timeline for accomplishing that objective. If U.S. or TCN employees have authorization to remain in the CJOA after completion of demobilization, the plan shall identify the name each individual, their nationality, their location in the CJOA, and provide a copy of the authorization. The plan shall also identify whether the Contractor needs the Contracting Officer to extend the Letters of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.
- (3) The plan shall identify all Contractor equipment and the timeline for accomplishing its demobilization. The Contractor shall identify all equipment, whether or not it is covered by CJTSCC Acquisition Instruction Clause "Inbound / Outbound Cargo and Contractor Equipment Census." The plan shall also specify whether the Contractor intends to leave any equipment in the CJOA, a list of all such equipment, including its location, and the reason(s) therefor.
- (4) The plan shall identify all Government property provided or made available to the Contractor under this contract or through any separate agreement or arrangement (e.g., Installation Mayors, Garrison Commanders). The plan shall also identify the timeline for vacating or returning that property to the Government, including proposed dates for conducting joint inspections.
 - (e) Demobilization requirements:
- (1) The Contractor shall demobilize and return its personnel to their point of origin or home country according to the approved demobilization plan.
- (2) The Contractor is not authorized to use Government-furnished transportation unless specifically authorized in this contract.
- (3) The Contractor may request an extension of the LOAs only for those Contractor personnel whose presence is required to execute the approved demobilization plan. The Contractor shall submit its request no later than 30 calendar days prior to the expiration of the current period of performance. LOAs may only be extended for a period up to 30 calendar days after expiration of the current performance period. The request shall contain the following information:
 - (i) The names of each individual requiring an extension.
 - (ii) The required extension period.

- (iii) The justification for each extension (e.g., the specific function(s) the individual will perform during the demobilization period). The Contractor is not entitled to any additional compensation if LOAs are extended.
- (4) The Contractor shall close out their employees deployments with the proper status entered into the Synchronized Pre-Deployment Operational Tracker (SPOT) database (e.g. active, redeployed, no-shows, killed, injured) within 72 hours of their employee's re-deployment and, if applicable, release their personnel in SPOT.
- (5) All Contractor equipment that is lost, abandoned or unclaimed personal property that comes into the custody or control of the Government after the demobilization period has ended may be sold or otherwise disposed of in accordance with 10 U.S.C. section 2575. Notwithstanding the previous sentence and the Government's authority under 10 U.S.C. section 2575, the Government may exercise any other contractual rights for the Contractor's failure to perform in accordance with its demobilization plan.
- (6) If the Contractor waives its interest to all lost, abandoned or unclaimed personal property, the Contractor may still be liable for all costs incurred by the Government to remove or dispose of the abandoned property.
- (7) The Government may dispose of any and all lost, unclaimed, or abandoned personal property in accordance with 10 U.S.C. section 2575.
- (8) The Contractor shall return all Government property provided or made available under this contract or through any separate agreement. The Contractor shall report all lost or damaged Government property in accordance with DFARS 52.245-1(h) unless other procedures are identified in the contract or separate agreement. If the Government inspects the property and finds that damages or deficiencies have not been reported by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies or replace the loss.
- (9) The Contractor is liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the Government in returning a Government facility to its original condition. If damages or deficiencies are discovered during the inspection of said facility, the Contractor shall make the necessary repairs or corrections and then notify the Installation Mayor, Garrison Commander, or their designees to arrange for a re-inspection of the facility. If the Installation Mayor or Garrison Commander inspects the facility and finds that damages or deficiencies have not been repaired or corrected by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies.

- (10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for de-activation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employee's badge is not returned, the Contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the United States. Failure to comply with these requirements may result in delay of final payment.
- (f) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(End of Clause)

EWP Summary & Authorization

EWP No.
Associated EWP (if revision):

Date: Monday, August 24, 2020
Prime Contractor (P): Smartronix
Contract No: GS00Q14OADU313
Task Order No: 47QFCA19F0003

Line Item	Employee Name	TDL#	Dates (MM/YYYY)	Exempt/NonExempt	Company	Total Estimated # of Hrs of EWP
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
					Total:	0.00

USSOUTHCOM TPOC Approval:	×
FEDSIM COR Approval:	×
FEDSIM CO Approval:	

Extended Work Period (EWP)	Request	
TDL#:	0	
Total EWP Hours Requested:		
EWP Approved in TDL:	Yes	
Purpose/Justification of Request		
(a) Explanation of required work:		
(b) Effect if request is denied:		
(b) Liject ij request is deined.		
(c) Reason why it is not practical for the indivi	dual to adjust the following work we	ek schedule to average less than billing start/end hours: